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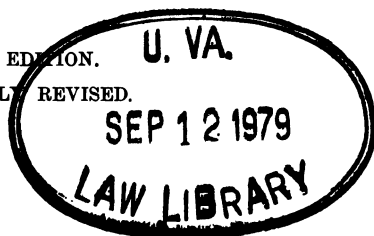
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BY

BENEDICT W. GINSBURG,
M.A. LL.D. (Cantab.)

OF THE INNER TEMPLE AND NORTHERN CIRCUIT; BARRISTER-AT-LAW.

SECOND EDITION.
THOROUGHLY REVISED.



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THIS BOOK

IS DEDICATED

TO MY FRIEND

WALTER JACK HOWELL, Esq.,

COMPANION OF THE BATH,
CHIEF OF THE MARINE DEPARTMENT OF
THE BOARD OF TRADE

PREFACE TO THE FIRST EDITION.

THE writing of this little volume was suggested by the kind reception accorded to a paper entitled "The Legal Duties of the Shipmaster at Home and Abroad," which I had the honour of reading before the Shipmasters' Society of London in October 1896. This is simply an expansion of that paper, and has no intention of presuming to be a "law" book. Legal practitioners have many excellent text-books, and there is no occasion for me to attempt to trouble them with another. My design has been to furnish a little work which should form a useful part of the "NAUTICAL SERIES," though it could not come quite within the four corners of the Editor's description of the general character of the works included therein. For it cannot claim to give "a more scientific insight into the principles" of the Shipmaster's profession, nor yet "into the sciences upon which the Art of Navigation is founded." It, however, deals with a matter which vitally affects the Shipmaster in every department of his professional work and throughout every stage of his whole professional career. Its subject is, therefore, one which certainly appeals to him.

My aim has been to provide him with a small handbook, which, in clear and non-technical language, shall explain to him the principles upon which the law that he has to obey is founded, and to give him some aid in the direction of his conduct when he is out of the reach of other advisers. It is no attempt to make every Shipmaster his own lawyer. To aim at such a feat would be a very hopeless task, and it would certainly not be one by which I could hope to benefit the Shipmaster's profession.

From the design and scope of the book it will be seen that it has been considered undesirable to quote authorities. Authorities are of no value at sea or in emergency. They can only become valuable when conduct has to be justified in Courts of Law, and before that occasion arises the Shipmaster has opportunity to consult professional advisers who are able to cite from other sources the authorities on which I have relied.

Whilst, as I have said, there are excellent law-books dealing with the duties of the Shipmaster,* there are also several volumes—notably those published from the offices of the *Shipping Gazette* and the *Liverpool Journal of Commerce*—which deal with the more purely business aspect of his work. The aim of the present book has been to fill up a space which, I believe, exists between these two extremes.

It has been said that there is no need for such a work as the present because of the modern extension of the world's telegraph system, and that the whole duty of the Shipmaster in difficulty abroad is comprised in the words "Cable to your owner." No doubt the spread of the cable has largely decreased the occasions on which a Shipmaster is called upon to exert the more serious powers with which he is legally endowed for the benefit of the adventure in charge of which he has been placed. But those powers (and the Shipmaster's responsibilities) remain, and there are still many ports which are inaccessible by telegraph. It is precisely in those out-of-the-way places that the Shipmaster is most likely to find himself in positions of exceptional difficulty. Cases could be cited, too, of Shipmasters cabling for instructions and receiving no assistance from those to whom they looked. Moreover, difficulties arise at sea in respect of salvage agreements and of questions connected with the maintenance of discipline, and with other matters which will readily suggest themselves to the reader. At sea there can be no seeking directions from home.

* Amongst these I must especially mention Kay's "Law of Shipmasters and Seamen," edited by Mansfield and Duncan.

Besides this, though it is certainly advisable and right that the Shipmaster should in every case, where it is possible to do so, seek to have the instructions of those whom he represents as to the direction of their affairs on each unexpected development, it is well for him, for his own sake, to have some little knowledge of the main principles of the law affecting his profession. For he and the law are mutually very much interested in one another. Moreover, it has ever been held that a knowledge of the principles of law, as distinguished from an acquaintance with its practical details, has formed no inconsiderable part of a liberal education. The profession of Shipmaster has its responsibilities, increasing as values increase and ships multiply on the seas, and its members are rightly desirous of elevating its status and improving their position. Hence the call for the "NAUTICAL SERIES," and the excuse for this humble contribution to it.

BENEDICT W. GINSBURG.

12 KING'S BENCH WALK,
TEMPLE, E.C.

March 1898.

PREFACE TO THE SECOND EDITION.

THE reception accorded to the First Edition has shown that this little book has, to some extent, fulfilled a public need. I have added somewhat to the text, to bring the book to date, and have given the latest rules and regulations in the Appendices therein ; I have also included some further disciplinary rules.

B. W. G.

February 1903.

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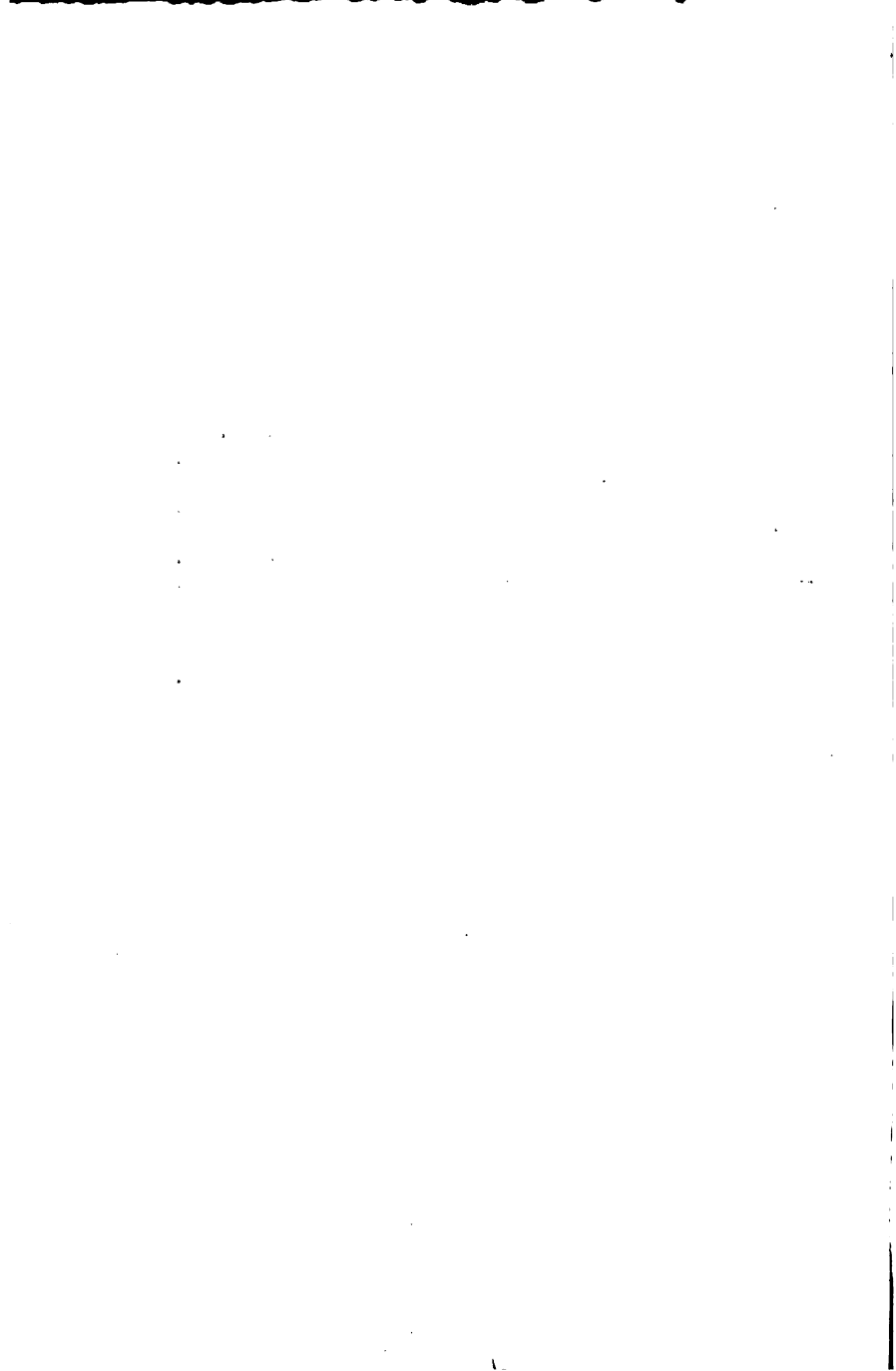
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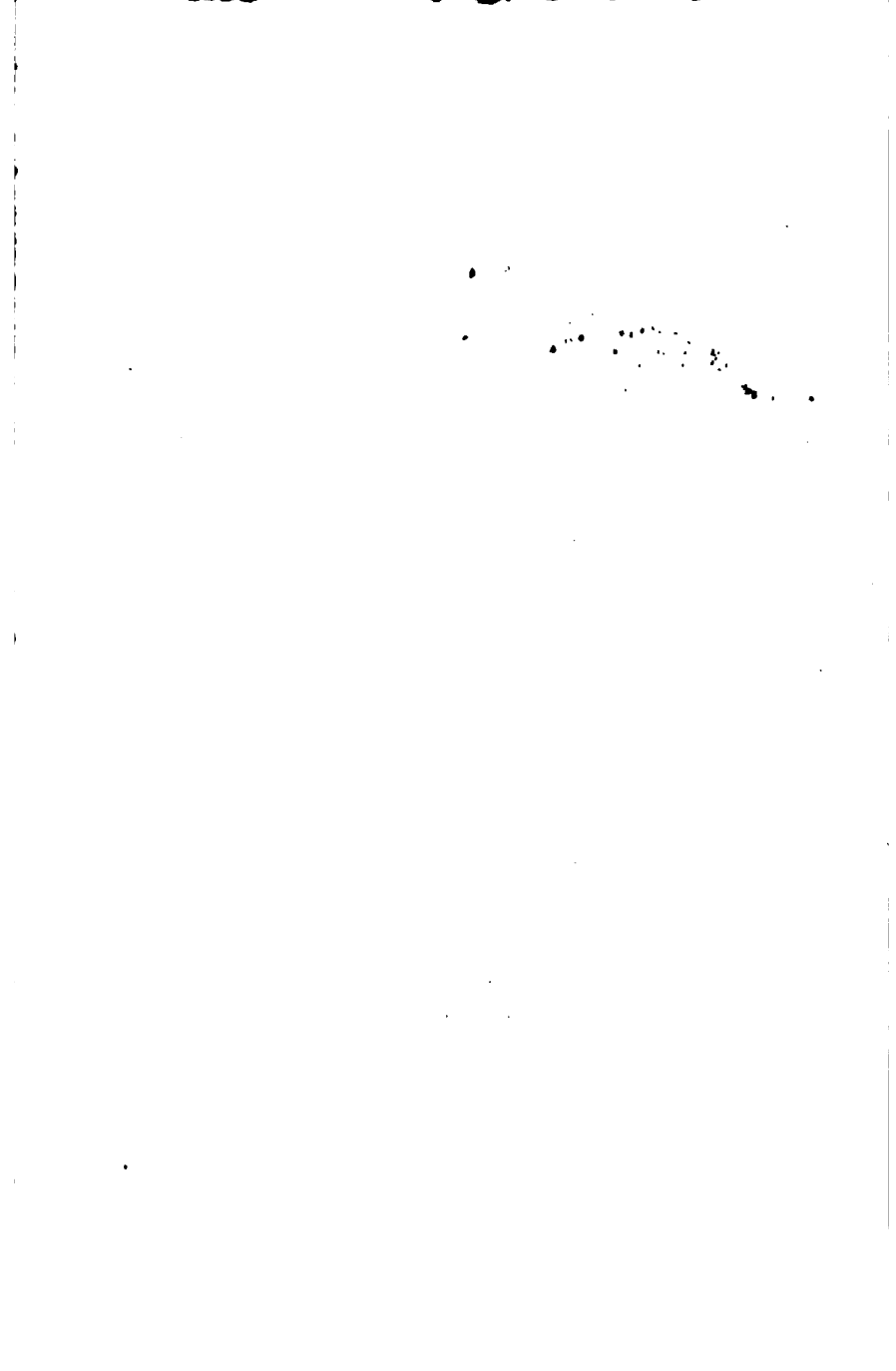


BOARD OF AGRICULTURE

FOREIGN ANIMALS ORDER, 1903

WHILST the present edition was in the hands of the binders the Board of Agriculture issued a new FOREIGN ANIMALS ORDER, to be known as that of 1903. This revoked the Order printed in the Appendix, and with it some nine subsidiary ordinances of a similar kind, some of which have had but a mayfly existence of a very brief span. The new Order is to come into force on August 1st. It will be welcome as removing some of the more ridiculous limitations with which the Board has hedged in the work of the shipmaster and the shipowner. For half a dozen years it has been pointed out that the Cattle Trade between the Argentine and this country has been greatly hampered by the existence of entirely incompatible regulations on the two sides of the Atlantic. Regulations were made by the Argentine Government as to the construction and dimensions of the pens in which the beasts were to be carried, and these were so different to those enforced by our Board of Agriculture that a ship which could get clearance at the other side must of necessity be provided with fittings which broke the rules laid down by authority at this end of the journey. After some unhappy people had been prosecuted by the Board the regulations were in 1898 allowed to become a dead letter in so far that it was agreed that prosecutions should not be instituted by the Board of Agriculture's officials against those who had brought cattle from Argentina and fulfilled the requirements of the place of shipment in this regard. But it is only after another five years have elapsed that an order clearing the position is promulgated by the Department so as to bring law and practice into harmony.

July 13, 1903.



THE LEGAL DUTIES OF SHIPMASTERS IN THE MERCANTILE MARINE.

CHAPTER I.

THE QUALIFICATION FOR THE POSITION OF MASTER.

CONTENTS.—The Board of Trade Certificate : how obtained and how lost—The Shipmaster begins at the bottom of the Ladder—Two General Classes of Certificates—The Candidate's previous Experience—The Rights of Apprentices to Instruction—Necessity for Preliminary Assurance as to Power to distinguish Colours—Master bound to teach the Apprentice his Trade—Necessity for Intelligent Study—A High Standard of Competency not to be demanded—Certificated Officers of Foreign Birth—A National Question—Withdrawal of Certificate for Offences or Misconduct—Board of Trade Inquiries—Preliminary Inquiries—Formal Investigation—Naval Courts.

The Qualification for the Position. The Board of Trade Certificate : how obtained and how lost.—The sailor's first acquaintance with the law is generally made long before he attains the dignity of a command. In fact, as soon as he joins a ship he gets in touch with the authority of the Board of Trade, which makes so elaborate a provision for the due engagement of seamen and apprentices. But it will scarcely fall in with our design to begin with a discussion on the engagement of a crew, and it will be better, in regarding the legal duties of the shipmaster, to speak first of the methods by which a man can obtain the leave of the law to offer himself for a command. There is no royal road to it.

The Shipmaster begins at the bottom of the Ladder. Two General Classes of Certificates.—Every master must begin at the bottom of the ladder. As most people who have any connection with maritime affairs are aware, there are in our Merchant Service two general classes of certificates. These are for Home Trade and for Foreign Trade. There is indeed another class for those who have charge of pleasure yachts. But the obtaining of

these yacht certificates is not compulsory, and we have no reason here to take note of that which is purely honorary, especially when, as here, it affects a very small section of those with whom we have to deal. The home trade, of course, does not demand in all respects such services from those who wish to obtain its certificates as the foreign. Yet to obtain the lowest rank of certificate in either branch the candidate must show four years' service at sea.

The Candidate's previous Experience.—For the higher certificates he must be able to prove that he already has possession of a lower grade certificate (or a first-class pilot certificate), and that he has actually worked in certain positions since he has obtained it. Until recently there were limitations as to the period during which the service he relies on has been made so as to ensure that the officer had recent experience.

And merely going to sea is not enough. The candidate must show something beyond service as a cook or steward, or carpenter, or in the machinery department. It must be service as a navigator. An official encouragement is given to the entry of boys through nautical training-ships by the fact that a good discharge from a course of not less than two years in one of these vessels will count to him for a year of sea service.* Many of our best passenger lines, nowadays, make it a practice to take none but old boys from the *Worcester* or the *Conway* into the ranks of their officers. And now that sailing ships are becoming so much rarer in our Mercantile Navy, one Company at least is taking a midshipman class in its mail steamers in order that it may be able to train up officers for itself.

The Rights of Apprentices to Instruction.—Without going into the matters upon which the examinations for certificates are based, we see that by the time the young sailor is in a position to present himself for examination he ought to have a very good practical knowledge of the management of a ship and of the elements of navigation, and to have grasped some idea of the responsibilities of a master in other departments than those in which he is engaged in assisting him.

Necessity for Preliminary Assurance as to Power to Distinguish Colours.—Even before he goes to sea he ought to find out whether he can pass the examination in colour, for if he cannot, the time he spends in preparing for his other examinations and in getting used to a sea life will be worse than wasted, for it can only lead to the bitterest disappointment.

* This is at present limited to the training colleges H.M.S. *Worcester* and H.M.S. *Conway*, and does not refer to the ordinary training-ships round the coast.

Master bound to teach an Apprentice his Trade.—In speaking of the qualifications for command, it may be well to remind the master of a point which some masters and some owners forget—namely, that part of the duty towards an apprentice is “to teach him his trade.” Of course the “teaching him his trade” must be read in the sense of teaching him to do the work of the mariner as distinguished from that of the navigator. A “before the mast” apprentice has no right to be taught the science of navigation. But the thorough grasp of the duties of the one is a very good preparation for the acquirement of the science of the other.

Necessity for Intelligent Study.—In these days of keen foreign competition in the running of ships and of higher wages in the forecabin no vessels carry, or can be expected to carry, unnecessary hands. There is plenty of work for every one on board to do, and every moment of time has to be accounted for. The officers cannot have much idle time on their hands. The master cannot, as one reads used to be done in the old days of the East Indiamen, have a class every day for the youngsters. Yet without this formal teaching a great deal can be done, and every intelligent shipmaster will take an interest in teaching his apprentices the rudiments of navigation and assisting them in their studies. Apprentices have to pick up, or to be taught, certain parts of their duty to be able to be of any use in the ship at all. A very little further explanation from time to time will enable them to appreciate the reason which lies at the root of the practice they follow, and both the ship and the youth will be better for the explanation. For every one does his work better from doing it intelligently. The understanding of his duty will make him, if he be of the class that gets on in the world, take such an interest in it that he will, when the time comes for his examinations, have little fear of the result. He will know the greater part of what is required of him for the second mate’s certificate from his sea experience, and the rest he can readily pick up from books. Nowadays every department of life has its handbooks for the self-instruction of those who are concerned with it. To this the sailor’s profession is no exception, and there is no excuse for the candidate who incurs the sentence that he has learnt up what is required of him “merely by rote.”

A high Standard of Competition not to be demanded.—In the Appendix will be found extracts from the Board of Trade regulations as to the time which must have been served by the candidate who presents himself for the various classes of certificates, and also a *résumé* of the subjects in which they must

be qualified. Many officers are of opinion that the qualifications demanded are not sufficiently high, and that if more were demanded of the master before he could get his certificate there would be less competition for vacant berths and a higher standard of master-mariner available for the service of the ship-owner. It is urged, too, that with the diminution of the number of certificated men, the possession of a certificate would have a greater pecuniary value to those who are fortunate enough to possess one. This may be true. But those who argue thus do not quite appreciate the function of the Board of Trade in this regard. It has no concern to enforce the higher education of ships' officers any more than it has to interfere with that of any other class. All it has to do is to insure that no one undertakes certain responsible duties without the capacity for their proper discharge. For that reason it will not allow a man to attain its certificate until he is of what it considers a responsible age. It will not allow him to act unless he is able to distinguish red lights from green, and it insists on a certain amount of experience in subsidiary capacities and under modern conditions. Then it examines the man in what it considers the bare essentials for the post he seeks, and when it is satisfied on all these points it must stop. In the shipmaster's, as in every other walk of life, the man must get employment from his personal qualities and connections. Some men may get commands through family connections; others through the judicious (or injudicious) investment of capital; others again by seniority in service; and some by the fact that they have shown that they have born in them the qualities of resource in emergency and of management of men. But these are all matters which affect the owner and the master in their private relationship. The law as such cannot interfere here beyond satisfying itself that the master has the minimum of knowledge and experience required for safe navigation. All this is in accordance with the policy of the country, which interferes as little as possible with private enterprise, and so promotes resource and independence. At the same time it encourages voluntary study by hall-marking those who offer themselves for the certificate of extra master.

Certificated Officers of Foreign Birth.—There is one point, indeed, in this regard where the law may be capable of alteration and amendment. There is no regulation that the candidates for Board of Trade certificates must be British subjects. All the regulations insist upon is that "foreigners must prove to the satisfaction of the examiners that they can speak and write the English language sufficiently well to perform the duties required

of them on board a British vessel." Of course this provision quite accords with the general intention and purpose of the rules, and appears to be a sufficient guarantee that a foreigner, put in a responsible position in a British ship, shall not endanger life and property by ignorance of the language of that ship. But it has recently been urged with some force that the foreigner, through his nationality, may hazard British property in other ways than by those arising out of the confusion of tongues. It is said that in time of war the question of his allegiance may become material; that, if his country should be hostile to ours, he might seize the ship and take her into an enemy's port. The existence of such a risk under certain circumstances cannot be denied. But it may be questionable whether the value of this risk is not a thing to be weighed by the shipowner as one of his factors in the calculation of the pros and cons of his adventure, and not by such a body as the Board of Trade.

A National Question.—When persons speak of the increase of foreign officers in the British Mercantile Marine as "a national danger," they touch one of the many points in regard to the defence of the country where the duties of the Admiralty and of the Board of Trade seem to march together, with the result that neither gives the matter, vitally important though it may be, the attention which, in the opinion of some observers, it demands. The subject is one to which in recent years attention has frequently been called in Parliament. The weight of opinion is at present, however, against imposing restrictions of the kind suggested by certain officers of the Mercantile Marine. The Board of Trade, moreover, now insists that foreigners wishing to present themselves for examination for British certificates of the higher grades shall have performed their qualifying service with British certificates.

Withdrawal of Certificates for Offences or Misconduct.—The duty which is laid upon the Board of Trade to satisfy itself that the officer has the requisite minimum of knowledge and of experience, also gives it the responsibility of cancelling, or suspending, the certificate it has granted, in cases where it has been found that the officer has been negligent, incapable, or unworthy of his position. Such withdrawal of his certificate may befall the officer in one of three ways, and each of them is preceded by a judicial inquiry. If an officer have been convicted of "any offence" the Board may suspend or cancel his certificate. In this case, of course, the tribunal which convicted him has done so upon proper evidence and upon proper consideration, and the record of that court is a sufficient foundation upon which the Board can base its decision as to the course it will adopt with

regard to the certificate. Then, if charges of incompetency or misconduct are made against the officer, the Board has power to order an inquiry to be held into the truth of the allegations. Such inquiry must be held either by a Local Marine Board, or by a person specially appointed for the purpose, or by a "court of summary jurisdiction"; that is, in plain parlance, by the local justices of the peace. In each case the Board decides on the tribunal which shall investigate the particular case in question. When the report of that tribunal is made, the Board decides what is to be done with the certificate.

Board of Trade Inquiries.—Then there is the case of what are generally known as "Board of Trade Inquiries." These are cases where an investigation has been ordered to be held to ascertain the circumstances under which a British ship has been cast away, or sustained material damage, or under which there has been loss of life from a British ship. The Board has jurisdiction to order inquiries into matters of this nature if they occur "at or near the coasts of the United Kingdom," or, where some casualty has occurred, and "any witness is found in the United Kingdom." There may also be inquiries ordered "where any British ship is lost, or supposed to have been lost, and any evidence is obtainable in the United Kingdom as to the circumstances under which she proceeded to sea or was last heard of."

Preliminary Inquiries.—The inquiries are of two kinds. First, there is what is styled a "preliminary inquiry." This may be held either by a specially appointed person, or by a coastguard or customs officer stationed near the place of casualty, or near the place where the witnesses are found. The person who holds such a preliminary inquiry has the powers of an inspector under the Merchant Shipping Act. These include the power to go on board vessels for the purposes of the inquiry, to order the production of material books and papers, to summon witnesses, and to take evidence from them on oath. He may hold his inquiry and then report to the Board of Trade whether or not, in his opinion, the case is a proper one for a "formal investigation," or he may arrive at the conclusion that there should be a formal inquiry without going through the process of a preliminary inquiry, and may report accordingly.

Formal Investigation.—Then comes the ordering of the formal investigation under the Act. This may be held before a Wreck Commissioner, or before a magistrate, and, where there is any question of dealing with a certificate likely to be involved, there must be not less than two assessors to assist the Court. Such assessors must be persons who have experience in the Merchant Service. If a preliminary inquiry has been held, and

a formal investigation applied for, the person who made the application must also be present to assist. Due notice of the investigation must be given to any officer whose conduct is likely to be brought in question, so that he may have an opportunity of preparing his defence, and of summoning any witnesses he desires. Formerly there was a practice at these inquiries, when those who appeared for the Board of Trade submitted the questions to the Court, for the expression to be used that "the Board of Trade are of opinion that the certificates of so-and-so, and of such-and-such, should be dealt with." This is really a mere formal way of stating the case, and was framed, I believe, with the object of making it appear that there really might be some ground for the inquiry, as far as some certificated officer was concerned. But the form was not a pleasant one to British notions. The Court was sure to do its duty, and take every care of the rights of the officers before it. But the Board of Trade was there, in a sense, as a prosecuting party, and, as a Government department, it ought not to have given any colour to a suggestion that its officials had made up their mind that anything should be done to deprive any officer of his certificate. But the form objected to is now dropped, and the list of questions is submitted with the simple remark that "the Board of Trade desires the opinion of the Court upon the following questions." The duty of those who appear on behalf of the Board of Trade is simply to bring out all the circumstances within their knowledge, that are, in their opinion, in any way material to the questions before the Court, whether such circumstances tell for or against the officers concerned, and to do all that is in their power to assist the Court in arriving at a just conclusion. They have no duty, and should have no desire, to "press the case," as it is called, against any person. Officers whose conduct is in question can, and generally do, have legal assistance. At a formal investigation the Court has power—provided at least one of the assessors concurs—to cancel or suspend a certificate. The decision of such a Court must be openly and publicly delivered, and a report of its decision must be forwarded to the Board of Trade. There is also power vested in the Board of Trade to order a rehearing of the case, if fresh and material evidence turn up, or if it has reason to believe that a miscarriage of justice has taken place. In England there is an appeal from the Court of Inquiry to the High Court of Justice, and in Scotland and Ireland to the corresponding Courts.

The courts of formal investigation can make any order they think fit as to costs, and it will generally be found that the costs of an appeal in these cases will be a very severe tax on an officer.

One of the most useful, nay, I believe, the fundamental idea of the Shipmasters' Societies is to enable their members to meet such costs, or to appeal in case of apparent hardship from the sentences of these courts.

Naval Courts.—The third event which may lead to the loss, temporary or permanent, of a certificate is the finding of a Naval Court of Inquiry. Such a Court may be briefly and loosely defined as the foreign counterpart of the formal investigations at home, though its functions have a wider scope. The same rules as to appeals and costs apply to both. A Naval Court may be summoned by any officer in command of a King's ship on a foreign station, or, in his absence, by any Consular officer, on complaint made by a master, certificated officer, or seaman of a British ship, if, in the opinion of the person to whom the complaint is made, the matter is one which appears to demand immediate investigation, or where the interest of the owner of the ship or cargo makes the holding of such an inquiry advisable. A Naval Court of Inquiry may also be held to investigate the circumstances attending the loss of any British vessel in the neighbourhood, or on the arrival of shipwrecked mariners wrecked out of a British ship.

The Court is to be composed of not more than five or less than three members. The President is the senior naval officer present, and it "is desirable that he should not be below the rank of lieutenant"—to quote the words of the statute. It is also desirable that, of the others, one should be a merchant-captain, and another a consular officer. It must not include the master of the ship to which the parties complaining, or complained of, belong, or her consignee. This Court can administer oaths and summon witnesses, and enforce the production of documents. At this stage of the subject which we are considering, we are only concerned with its functions in respect of casualties and of other matters which may jeopardise certificates. These it may deal with, as well for misconduct of the officer concerned, as for negligence or incapacity which has led to the casting away of a vessel. It must send to the Board of Trade a report of its proceedings and of its judgment, signed by the President of the Court, and such a document is legally admissible in evidence by the provisions of the Merchant Shipping Act. It is also to be noted that the orders made by such a Court should be entered in the log-book of the ship concerned, and that the entry should be signed by the President of the Court.

Of course, as Naval Courts of Inquiry are held abroad or in the Colonies, there are considerable practical difficulties in the way of the prosecution of appeals from their decisions. These

are owing to the fact that the Courts are held in distant places, whereby time must inevitably elapse before a decision can be reviewed, and expense must be increased by the difficulty of obtaining full evidence. The period of time which it is known must elapse before an appeal can be entertained also tends to deter those who believe themselves to have been unjustly treated from appealing, because, for one thing, men's feelings soften as time goes on, and also because a reversal of sentence does little practical good when the greater part of the punishment has been endured, or when things have fallen into a position which cannot be remedied by any reversal of sentence.

CHAPTER 11.

THE CONTRACT WITH THE SHIPOWNER.

CONTENTS.—A Contract of Service—Bonus for Freedom from Accident—Captain's Investment for Engagement—Engagement Terminable on Casualty—Captain may not Trade on his own Account—Distinction between Master's Salary and Men's Wages—Necessity for Inquiry into Power of those who offer Leave to vary Instructions—The "Custom of the Trade" no Excuse—Owner's Right of Dismissal—For Drunkenness—Forfeiture of Wages—Dismissal by Naval Courts—Change of Owners—Maritime Lien.

ASSUMING that a person has attained possession of that coveted document—a master's certificate—it by no means follows that he will at once get a command. There are steamship lines who insist that every officer, who is likely to be called on to take a watch in any of their steamers, shall be possessed of a master's certificate.

A Contract of Service.—We are, however, concerned only with the master who has a command. His contract with the shipowner is simply one of service, though there are several peculiar points about it which distinguish it from other contracts of a similar nature. This is, indeed, hardly to be wondered at when the nature of the case is regarded. For the shipmaster is engaged to take charge of many human beings, in crew and in passengers. He has the control of great values in ship and cargo. He has to go great distances from the place where his owner resides; he must be, for considerable periods, beyond even the reach of the telegraph. He is engaged in difficult business dealings on behalf of his employer with foreign business men who are not slow to take advantage of any point which the law of their country or the ignorance of the shipmaster may offer them.

Bonus for Freedom from Accident.—It is usual for a master to be engaged at a monthly salary. The better class of owners nowadays frequently offer a bonus, in addition to the salary, for navigation without such accident as causes a claim on the underwriters, for a period of twelve months. But the old practice whereby the owner made an arrangement with the master for the victualling of the ship is practically obsolete in many of the

best classes of vessels, and seems most undesirable, for it is inclined to be subversive of discipline, and it is not for the advantage of the master that he should have such a contract, for he can make nothing out of it if he feeds the men properly, and he has plenty to do in the navigation and management of his ship without having his attention distracted by having "to serve tables." And in regard to this matter attention may be called to a recent case where a master was proved to have sold spirits to his crew with the result that they obtained a very excessive quantity, and were wholly unfit to perform their duty. The vessel and those on board of her in this case had a very lucky escape from casualty, and we cannot be surprised that the master's certificate was suspended for two years as a mark of the authorities' disapproval of his conduct.

It is sometimes stipulated that the master is to provide his own charts and instruments of navigation, including chronometers. Here, again, the practice of the best class of shipowner is to avoid leaving any part of this duty of providing the most essential portion of a ship's equipment to the master. It is, of course, whether they be provided at his own expense or that of the owners, the duty of the master to see that the equipment in this respect is sufficient. The master must also satisfy himself that the charts and sailing directions carried are brought down to date, and that the compasses are properly adjusted and the chronometers correctly timed.

Master's Investment for Engagement.—In the old days it was usual for the master to have some interest in the results of the adventure; that is, he had a bonus on a prosperous voyage. Now it is most unusual that any arrangement of this kind should be made. There are, of course, many shipowners who offer berths to masters who are willing to invest a certain minimum sum in the vessel of which they are to take command. In cases where masters make such investment to qualify themselves for the command, it is most advisable for them to take care that their agreement with the shipowner is of such a kind that they are not liable to be dismissed in an arbitrary manner, for if they are, and no provision is made in the agreement as to what is to become of their investment, they may find themselves dismissed from the vessel whilst their savings remain invested in her. They are thus debarred from using their capital for the purpose of obtaining another ship. In view of certain cases which have recently come before the courts in regard to this question (see p. 17), I have thought it advisable to draft a clause for insertion in the agreement of masters who take commands on "investment terms."

Engagement terminable on Casualty.—It is usual for a master to be engaged either for a certain period or for a certain voyage. A stipulation is often added for the purpose of terminating his agreement in case his vessel suffers a casualty. A total loss terminates the contract of itself, but minor casualties may be of a very expensive kind, and owners sometimes insert a clause, such as the following: "It is understood that, in case of stranding, collision or shifting cargo, your engagement shall be forthwith cancelled if, after investigation, we find that the casualty occurred in consequence of your negligence."

The master will, of course, read and consider carefully the form of agreement which he is asked to sign. If he thinks its terms are inequitable he will naturally refuse to sign it, and will ask that it be amended. It is necessary to remind masters to do this, because there have been cases in which men have thoughtlessly put their signatures to documents which have placed them so completely at the mercy of their employers that it is possible that they might, if opportunity had been given them, have obtained legal relief from the terms of their bargain. But it is much easier and cheaper to avoid signing than to get relief from the consequences of executing a formal contract.

Master may not Trade on his own Account.—The master is understood to promise to give his whole time and attention to the work of looking after and navigating the vessel and of attending to the shipowner's interests. He is not supposed to trade on his own account. Cases have occurred where a very small infringement of this rule has, unintentionally, caused the ship very heavy loss, and this has naturally, in the result, fallen upon the master. In the old times he had space in the ship which he could use to his own advantage, but that is gone for ever. The master was also entitled to "primage" and "average." But, nowadays, it is generally arranged that his salary includes everything payable to him, except the bonus for freedom from accident, where one is given. Even the right to let his cabin to passengers, a mode whereby the commanders of Atlantic liners used to make very considerable parts of their incomes, has in most cases been taken away and otherwise arranged for.

Distinction between Master's Salary and Men's Wages.—The master's salary is, in many respects, on a different footing from the men's wages. Under the old law "freight" was said to be "the mother of wages," and upon the freight therefore the men's wages depended. But the master's emoluments were not subject to this contingency. Again, the master is permitted to insure his salary and any commissions to which he may

become entitled. The seaman is expressly barred by law from making such an insurance. The master, however, is personally responsible to the sailor for the payment of his wages. Master and seaman alike have a personal claim against the owner for wages, and they also have what is called a **maritime lien*** on the ship herself for their wages, including, in the case of the master, any money that may be due to him for disbursements on ship's account. The master of a home-trade ship is not entitled, like his crew, to double pay for the time in excess of two days after the termination of the agreement, during which the pay agreed upon may be unpaid without reasonable excuse. †

What is meant by "not Trading on his own Account."—

I have said that the master may not trade upon his own account. It may be well, perhaps, to emphasise this rule by a little detail, for not only may the master not use space in the ship he commands for the purposes of private trade, but he may not even trade outside his own ship during the continuance of his employment. One of the old cases upon which this proposition is founded is, it is true, based on a set of facts such as seldom occur at the present time, for in that case the master was part owner and was empowered for the benefit of the adventure to trade locally in the East, and, if a good price offered, even to sell the ship. This he, in fact, eventually did. It was suggested, on behalf of his co-owners, that the trading in which he was concerned, as he alleged on his own account, was really carried on with partnership money, and the Court was not altogether satisfied with his explanations. Of course it could never be supposed by any one that a master could employ his owner's money for purposes of his private trade. But a famous Master of the Rolls (Lord Langdale), before whom this particular case was tried, laid down a general proposition "that the master of a ship is an agent, bound to give all his time and attention to his principal," and this proposition is good enough for modern business conditions.

Necessity for Inquiry into Powers of those who offer Leave to vary Instructions.—Lord Langdale went on to give a hint which may well be borne in mind by all shipmasters, for they seem, as a class, to be too apt to take any licence that may be given them by any one, as extending their power in the direction to which it claims to apply, without inquiring in their own minds how far such licence may be properly given by such persons, and how far it will cover them in regard to their duties to other

* This question of Maritime Lien is more fully discussed at page 18.

† See Merchant Shipping Act, 1854, sec. 187, re-enacted by the Consolidation Act of 1894, sec. 135.

persons for whom they are acting. Here Lord Langdale specifically notices the point that leave given by the charterers to the master to trade for himself would not justify him in doing so, for his trading on his own account would be a breach of his duty to his owners, and of course the charterers could not absolve him from his duty to his ultimate employers. Hence, if a master does make any profit out of a mercantile transaction of this or any other kind, or from his personal services to others, during his engagement, the owners may claim it from him for themselves.

The Custom of the Trade no Excuse.—Moreover, no allegations as to the customs of certain trades, if put forward as justifying breaches of this rule, will be listened to by the courts. But the master's right to his share of salvage award for services rendered to vessels in distress, being an award by the operation of the law itself, is, of course, retainable by him.

A master may not pocket a premium on a bill of exchange drawn by him for ship's use, nor may he take commissions, secret or otherwise, from persons with whom he has dealings on ship's, or owner's account.*

Owner's Right of Dismissal.—The question of the owner's right of dismissal is a very important one in these days. And on this it is first to be noted what constitute good grounds for dismissal. It must also be noted that there are occasions when not only will a master become liable to be dismissed, but he may also become liable to forfeiture of his wages, either partially or entirely.

The law on this point is most clearly expressed by Dr. Lushington in the case of the *Thomas Worthington*. From that judgment I shall immediately quote very largely in support of the general proposition which I am about to formulate.

It is obvious that, in view of his duty to preserve the lives and property entrusted to him, the master's responsibilities are heavy indeed. Yet he cannot be expected to be otherwise than

* This general proposition of law, though well established, must be read in conjunction with a recent decision of a Divisional Court of the Admiralty Division. The case was that of *The Parkdale*. It was a claim by the captain for certain gratuities which had been given him by shippers of cargo by the vessel he commanded. The Court held that "such gratuities are presents given by the merchants to the captain for doing his duty to the merchant and to his owners and for doing it extra well." Mr. Justice Barnes explained why secret commissions were so sternly discouraged by the law—viz., because they are calculated to make the master act against the interests of his employer. But these gratuities were little presents to show the shippers' sense of the care with which the master had fulfilled his duty to the shippers, and to his owners at the same time. The Court, therefore, gave judgment in favour of the captain.

an ordinary human being, and as such to be subject to the ordinary failings and weaknesses of shore-staying mortals. By his contract with the shipowner the master warrants himself to be fit to undertake his duties and promises to be punctual in carrying them out throughout his engagement. He thus warrants himself to be a skilful navigator, to understand thoroughly his duties as regards ship, cargo, passengers, and crew, both afloat and ashore. He professes to have full knowledge of the business requirements of his position, both at home and abroad. He undertakes to be honest, sober, diligent, tactful, and at all times alert, and ready for emergencies. If he fail in any of these points he does not fulfil the warranty he has given, and, strictly speaking, he becomes liable to dismissal. But, in point of fact, this is a counsel of perfection, and it would be absurd to expect such a combination of the wisdom of the serpent and of the harmlessness of the dove (with a dash of the qualities of the lion and the watchdog) from a sailor or from anybody else. So that we may take it that a reasonable latitude in fulfilling this guarantee is allowed the shipmaster. He must be reasonably competent. He must not be slothful nor habitually drunken, nor careless of his employer's interests, and, whatever he does, he must do with absolutely *bona fides*, and with the interests of those whom he represents at heart.

For Drunkenness.—Then it was held, as recently as 1862, by Dr. Lushington, a great Admiralty authority, that "occasional drunkenness, whether on the part of a seaman or master, does not work forfeiture of wages." But he went on to say that "constant drunkenness and a non-performance of duty in consequence," may do so. It is, however, to be remarked that the tendency of the times is towards expecting more from, and giving less to, the master. In all classes of society, too, drunkenness, then looked upon perhaps too lightly, is now regarded much more sternly. Thus the need for absolute sobriety at sea cannot be too strongly urged upon shipmasters.

Forfeiture of Wages.—In the cases just alluded to, it was also laid down that forfeiture of wages cannot be claimed when a captain has been "guilty of a mere error of judgment; such, for example, as not leaving port as soon as he might have done."

There was a case in the Admiralty Court nearly fifty years ago, also tried before Dr. Lushington, which gives us some very valuable light on the point we are now studying, and I shall venture to quote from his judgment at some length. The case is that of the *Thomas Worthington*. The points of the contract between master and owner in this regard are very clearly put. The learned judge laid it down that the master undertakes that

he shall do his duty as master of the vessel, and upon that consideration be paid a remuneration in certain wages and emoluments. "How, then, can the master establish a claim under such a contract, unless he fulfils his own part of the obligation? The principle applies not merely to contracts between masters and owners, and between owners and mariners, but it pervades all other contracts of service and hiring. And the only difference between this Court (that of Admiralty) and other courts of law in adjudicating upon such contracts, is that, in this Court, under ordinary circumstances, when any loss has been sustained through the negligence or misconduct of the mariner, the amount of the loss is alone deducted from the wages of such mariner, whereas in other courts no wages would be recoverable at all. Cases may indeed occur, even in this Court, where the misconduct may be of so gross a description that, independent of any actual loss sustained by the owners, the entire forfeiture of wages would ensue." He then proceeds to instance, as cases of such "gross misconduct," the "attempt to commit barratry," "gross incapacity," and "constant drunkenness." But, he went on, "nothing more can be required of a master than the honest exercise of his own discretion, according to the degree of ability and experience in business which a master may fairly be supposed to possess." And a distinct inclination is shown to the opinion that a mere error on the part of the master, not tainted with any guilty or corrupt motives, should not work a forfeiture of his whole wages. Then as to the disobedience to orders, in the same case, we are told that it is unquestionable that there may be instructions so precise and positive, that if the master wilfully disobeyed them, though no evil consequences might arise, yet his disobedience would entail the entire forfeiture of his wages.

We may, by an examination of the cases which have been before the courts, arrive at the conclusion that mere want of business knowledge, or a disposition to take things too much for granted, or what may be called stupidity, will not involve the forfeiture of wages, even though it may cause pecuniary loss to the owners.

The courts will allow deduction from wages due to masters and mates in cases where, owing to their negligence, the owners have had to pay for short delivery of cargo, and in suits by the officers for wages, counterclaims by the owners on account of such losses will be considered.

Of course, there may be occasions where a right to dismiss a master accrues to the owner, and yet where the cause, whence this right arises, is one which may not justify forfeiture of wages, entire or partial. For example, a master may have proved himself a trustworthy and competent person for a con-

siderable time, and then before the close of his engagement he may fall away. Under those circumstances it would be hard indeed if he were to forfeit by a short period of incapacity the wages which he had really earned by the proper fulfilment of his duty during a considerable period.

I have already referred (p. 11) to the principle of the case of *Watson v. Petersen, Tate & Co.* There Mr. Justice Barnes laid it down that in the absence of any special clause in the agreement, and of any special incapacity or wrongdoing on his part, the master was entitled to reasonable notice on dismissal. What "reasonable" notice would be, depended, he said, on the circumstances of each particular case. The distance which the vessel might be from home would be a factor in the decision. In that case the master was dismissed at Montreal. The Court held that he was entitled to four months' salary in lieu of notice. He is, also, if wrongfully dismissed in a foreign port, entitled to his passage home and maintenance meanwhile. If he be wrongfully dismissed when engaged for a round voyage he is entitled to his wages till he gets other employment, or till the period limited by his contract is expired.

Dismissal by Naval Courts.—In the first chapter we spoke of the constitution of Naval Courts. There we were discussing their power to deal with certificates. But they are also empowered, in cases where a complaint gives them a *locus standi*, to dismiss and replace the master. But to do this the Court must be unanimously of opinion that the safety of the ship or of her crew, or the interest of the owner, absolutely requires so important a step to be taken. The Court also has power to deal with offences alleged to have been committed by the master, or crew, which, under the Merchant Shipping Act, would be triable before two Justices of the Peace summarily. The orders of these Naval Courts must be entered in the ship's log.

If the master die, or desert the ship, the chief mate naturally succeeds to the position, at least temporarily. But there have been cases where the first mate has not been qualified to assume, or has been incapable of assuming, the position, and in such cases a British Consul has been supported in his action when he has appointed a proper person to take the command.

Change of Owners.—Supposing there is a change in the ownership of the vessel, the master's authority is thereby determined, as soon as he receives notice of the change. But till he receive such notice, he is covered by his original mandate. And, of course, if he be superseded he still has claims on his contract with those who appointed him to his position if he be superseded before his time is up.

Maritime Lien.—It remains to consider the question of the Master's Maritime Lien. This is one of the safeguards with which he is provided by the Legislature, so that he may not lose by his action on behalf of the ship. The history and origin of this right are quite outside the scope of a work of this kind. It will be sufficient for our purpose for us to realise that the master can, like any other employé, sue the person who engaged him, for his salary. But he has an additional and peculiar remedy. He has a claim against the ship. And this he can prosecute after he has left her, provided he does not lose his right against the *res* (or the thing in respect of which he has expended his time and labour) by his delay or neglect to prosecute his claim in due course, to the prejudice of others. Nor will the fact that the ship has changed hands by process of sale, or been taken possession of by a mortgagee, bar his right to be reimbursed.

This right is given not only to the master appointed by the owner of the ship, but also to any person who properly exercises the duty of master (as, for example, a substitute appointed by a Naval Court abroad), and also to the officers and crew of the vessel. It covers not only wages, but also any proper out-of-pocket expenditure made on account of the vessel, and extends to any proper liability incurred on her account. It is, perhaps, needless to say that it does not apply to reckless or improper expenditure; for here, as in every other capacity, the master has to act as a prudent man would do in his own affairs, when he undertakes to act on behalf of the shipowner. Before, then, he can make use of his maritime lien, he has to justify his claim and show that the expenditure was necessary, or that it was such as either actually benefited the adventure, or, at the time it was made, seemed to be reasonably likely to do so, and, under these circumstances, that it was a proper case for such expenditure to be made by him.

CHAPTER III.

THE MASTER'S DUTY IN RESPECT OF THE CREW.

(A) ENGAGEMENT.

CONTENTS.—Engagement — Agreements — Home-trade Agreements — Agreements with Crews of Foreign-going Ships—Running Agreements — Agreements with Lascars — Engagement of Seamen Abroad — General Points of Engagement.

Engagement.—Having got a ship, the master must proceed to get a crew.

Here he begins to find in how many details the anxiety of the Government is displayed towards providing for the good of those who go down to the sea in ships.

The law is now very precise on the point of engagement of seamen, as it desires to protect them and their earnings from the rapacity of the hangers-on who prey upon them. Accordingly there are penalties for persons who supply seamen without a licence, and for persons who take seamen from such unlicensed persons, and for those who receive remuneration, save as by the Merchant Shipping Act provided, from men who have obtained, or seek to obtain, employment.

Agreements.—A penalty is now imposed upon masters who take seamen to sea without proper agreements.* And this rule applies to the case of all ships except home-trade vessels of less than eighty tons register. It is, therefore, very important to know the forms of which the Board of Trade approves.

The Merchant Shipping Act of 1894 enacts that the agreement shall contain the following particulars:—

- (a) Either the nature, and as far as practicable, the duration of the intended voyage or engagement, or the maximum period of the voyage or engagement, and the places or parts of the world, if any, to which the voyage or engagement is not to extend ;

* It has, however, been decided that the non-execution of an agreement does not bar the seaman's right to claim wages for work actually done in contemplation of a voyage, which, in fact, never took place.

- (b) The number and description of the crew, specifying how many are engaged as sailors ;
- (c)* The time at which each seaman is to be on board or to begin work ;
- (d) The capacity in which each seaman is to serve ;
- (e) The amount of wages which each seaman is to receive ;
- (f) A scale of the provisions which are to be furnished to each seaman ;
- (g) Any regulations as to conduct on board, and as to fines, short allowance of provisions, or other lawful punishment for misconduct, which have been approved by the Board of Trade as regulations proper to be adopted, and which the parties agree to adopt.

Before any of the men sign the agreement it must be dated, and the signature of the master must be affixed to it. No stamp is needed. A copy of the agreement—complete save as to the signatures—must be posted up in some part of the ship accessible to the crew, or the master becomes liable to a penalty.

The delivering of a false agreement, or the altering of a genuine agreement, is a misdemeanor, and both those who are guilty of the actual alteration and those who are accessory to the act are punishable accordingly. Any alteration which has to be made must be made with the consent of all parties to the agreement, and a superintendent, justice of the peace, customs officer, or other public functionary at home, or a British consular officer abroad, must attest to such consent or the alteration is inoperative. For the purposes of this provision, two respectable British merchants may make the attestation in places abroad where there is no British consular officer.

The agreement is legal evidence for the seaman in any proceeding, even though he may not produce the original or a copy, or have given notice to the other side to do so.

The wording † of the section of the Merchant Shipping Act upon which this right of the seaman rests is peculiar, and it is difficult to see how far it goes and what is its exact meaning. The intention is obvious and just. The seaman has no means of getting a proper copy of the agreement, except at some

* Clause (c) does not prevent a seaman, who has done work before the time specified in the articles, being paid for such work on proper proof of his having done so.

† The words of this section (the 123rd) are: "In any legal, or other, proceeding a seaman may bring forward evidence to prove the contents of any agreement with the crew, or otherwise, to support his case, without producing, or giving notice to produce, the agreement or any copy thereof." This is practically a re-enactment of the 165th section of the Act of 1854.

expense, and that only when he is suing in or near the port where it was executed. He has no copy of it delivered to him at the time of execution. So in the ordinary course of law he would be debarred from using it as evidence, unless he could make the other side produce it. This provision shifts the onus of production from him to his opponents. He can give verbal evidence of the contents of this written document, and his version of what it contains can only be upset by the production of the original, or a properly certified copy. As far as reference to the agreement with the crew in disputes between the master or owners goes, this provision is a very admirable one. But it would seem that the words of the section would give the sailor a right to rely on this provision in disputes with others who might be in no better position than he to get hold of documents, and that it might apply to other classes of writings besides those under our present contemplation.

There are further special rules as to agreements for men to be employed in home-trade ships, in foreign-going ships, and for the employment of Lascars.

Home-trade Agreements.—Agreements may be made in respect of service in more than one ship in the home trade, provided they are owned by the same owners, and that their names and the nature of the services to be performed are specified in the agreement.

If home-trade engagements are not made before the superintendent, as those in the case of foreign-going ships must be, the master must, if practicable, before the ship puts to sea, and if not so practicable, as soon after she puts to sea as possible, read over the agreement or cause it to be read over and explained to each seaman, who must thereupon sign it. This signature must take place in the presence of a witness, and the witness must also sign his name in attestation of the signature. Where the agreement is made for service in two or more ships, the owner may make it in substitution of the master.

Agreements for ships of more than eighty tons burden in the home trade do not extend beyond the next following thirtieth day of June, or thirty-first day of December, or the first arrival of the ship at her final port of destination in the United Kingdom after that date, or the discharge of cargo consequent on that arrival. But this enactment does not prohibit the owner or his agent for making time agreements with individual seamen to serve in one or more of his ships. Agreements of this latter kind must be made in the form sanctioned by the Board of Trade, and duplicates of them must be sent, within forty-eight hours of their execution, to the Registrar-General

of Shipping. If these requirements are fulfilled, the agreement need not expire at the end of the half-year.

The master, or owner of a home-trade ship of over eighty tons, must, within three weeks of the last day of the half-year, deliver or transmit to a superintendent in the United Kingdom every agreement with the crew made for the ship within the half-year just expired.

Agreements with Crews of Foreign-going Ships.—These agreements—save in cases about to be mentioned—must be made in the presence of superintendents, and upon such an official rests the duty of satisfying himself, either by reading it over to the men, or otherwise, that the seaman understands its contents before he signs it.

The master must obtain from the superintendent a certificate that the agreement has been properly executed, and this he must produce to the customs officer before the ship can be allowed to put to sea. So, too, when he arrives at his final port of destination in the United Kingdom at the end of the voyage, the master must, within forty-eight hours, deliver to the superintendent the ship's agreement, and obtain a certificate of such delivery from him. The non-delivery of the agreement subjects the master to a penalty, and without the certificate of such delivery the customs officer will not clear the ship inwards.

When the crew is first engaged, the agreement is signed in duplicate and the superintendent retains one part. The master takes the other. The master's part has a special place or form for the descriptions and signatures of substitutes or persons engaged subsequently to the first departure of the ship.

Where a substitute is engaged to take the place of a seaman who "signed on," and whose services are lost to the ship within twenty-four hours of her putting to sea, through some cause unforeseen (by the master at least), it is required that the engagement of the substitute shall, if practicable, be made before the superintendent. But if that be not practicable, the master must sign him on, if possible, before the ship puts to sea. Failing that, he must do so at the earliest possible time. And when he does so, he must take care to have the contents of the agreement made clear to the man, who thereupon must sign in the presence of a witness, who must attest the signature. Moreover, if any changes in, or additions to, his crew take place before his vessel finally leave the United Kingdom, notice and details of such matters must be sent to the superintendent before whom the crew were "signed on," on a proper form approved for the purpose by the Board of Trade.

Running Agreements.—Foreign-trade agreements are of two

kinds. There are the ordinary ones and "running agreements." The latter may extend to two or more voyages, where the average length of the voyage is less than six months.

Running agreements are somewhat in the same position as the agreements to serve in one or more ships in the home trade. For it is enacted that they shall not extend beyond the "half-year day," or "the first arrival of the ship at her port of destination in the United Kingdom after that date, or the discharge of cargo consequent on that arrival."

The duplicate running agreement, which is retained by the superintendent when the crew is first engaged, may be either sent to the Registrar-General of Shipping at once, or kept by the superintendent till it expires. This is a matter for the Board of Trade to decide, and it is a point which could only affect the shipmaster if he should ever, after the loss of other copies, wish to refer to the duplicate.

When the ship returns to the United Kingdom before the termination of her running agreement (as one might say, on "intermediate visits"), the master has to endorse the agreement. This endorsement is to the effect either that no engagements or discharges have been made during the time the vessel has been away, and that none are intended to be made whilst she is home, or else the master has to certify by the endorsement that those which have taken place have been done as the law requires. His failure to do this renders him liable to a penalty, and it also tends to delay the ship; for he must get the certificate of the superintendent that he has fulfilled these legal requirements before the customs officer will clear his ship for sea.

Agreements with Lascars.—If care be taken of the British subject in his engagements of service at sea, there is even a greater degree of caution displayed in the legislative restrictions upon those who take into their employment Lascars, or "any native of India."

Those who were responsible for the framing of the Merchant Shipping Acts were justified in their caution, for if Jack is childish at times, the native of India is not only subject to a sailor's weaknesses and prejudices, but he is also dealing with those who, in language, race and habits of thought and religion, are quite foreign to him. He needs all the care that can be given him without crippling his power of making a living in competition with other seafarers.

His agreement must be made in such form as the Governor-General of India or the Governors of the several Provinces shall direct. He, moreover, can only be shipped on certain voyages—

namely, from India to the United Kingdom in the one case, or to one of the Australian colonies in the other.

If he come to the United Kingdom he must undertake to re-ship there on any vessel which may be bound to any port in British India. If he go to one of the Australian colonies he may either bind himself to go thence to a port in the United Kingdom, or to another colony. Having arrived under such a contract at a British or Colonial port, the further agreement which he has undertaken to enter into must be such as meets with the approval either of the Secretary of State for India in Council or of a Colonial Governor. Such further agreement must meet with approval as being a proper one for the man to make, it must relate to a suitable ship suitably found with provisions, and there must be no reason, apparent to the official, why the full performance of the original contract should not be made. Then the Lascar is deemed to be one of the crew to which such ship's agreement relates, and his personal acceptance or refusal of the contract so tendered to him seems to be absolutely immaterial.

As a further provision for the benefit of the Lascar there is a duty laid upon the master of every vessel arriving in the United Kingdom, which vessel has during any period of her voyage had any native of India on board, to make out a list of such natives who are, or have been, on board, and this list must show what has become of any who may have ceased to be in the ship. This list must be shown to the customs officer or other official appointed by the Board of Trade. Non-compliance with this provision means delay to the ship through a refusal of her entry, and a penalty upon the offending master, and, jointly and severally with him, upon the owner.

For the protection of the ratepayer there is a provision fixing on the shipmaster and shipowner liability for the maintenance and return of destitute natives. This provision is a very old one, and the Consolidation Acts have not interfered with it.

Engagement of Seamen Abroad.—Lastly, we have the case of British ships engaging seamen outside the British possession in which they are registered. Here the engagement must be made with the formalities enjoined in respect of the engagement at home, except that, at colonial ports, where there may be no superintendent, the presence of a customs officer may be substituted, and in foreign ports a British consular officer must undertake the duty. The officer so present has to attest that the proper observance of the legal requirements in respect of the engagement were duly fulfilled. If he be a British consular

officer he must add that the engagement has his sanction. Failure to comply with this duty involves a penalty, and has the further disadvantage of throwing the burden of proof that all was rightly done upon the master.

General Points on Engagement.—There are two or three points to be regarded generally, in relation to the engagement of seamen. First of all as to rating. A man is not legally entitled to be rated as an A.B. unless he can prove service of at least four years at sea* before the mast. And service in fishing vessels does not count necessarily in full or at all. Service in registered and decked fishing vessels counts up to three years of such service, but no more. Thus it is provided that no man can be rated as an A.B. unless, however long his fishing experience, he has served at least twelve months in a trading vessel. And such service must be proved by proper documentary evidence.

There are special provisions as to agreements to serve in fishing vessels, but I think it advisable, in view of the scope of this little volume, to leave this matter on one side.

In steamships it is often advisable to insert in the articles a clause that seamen and firemen shall mutually assist one another in their duties when required to do so.

Another important clause of a similar character is that which makes it part of the contract that the crew shall clear out their effects and thoroughly clean their quarters before leaving the vessel. This latter clause can only be, in fairness, inserted in the articles when the crew find their quarters in proper condition when they join the ship.

The description of the voyage in the articles must be one from which the seaman can gather some reasonable idea as to its character and probable duration. The words "or elsewhere," for example, are held to have no meaning because of their vagueness.

The seaman, of course, has an implied guarantee that what he is asked to do is legal, and that the vessel is seaworthy.

The articles bind him absolutely as to the rate of wages which he is to receive. They do not, of course, prevent him taking a higher position in the ship during the voyage if such position become vacant by loss of the former occupant. In the

* The words of the section (126, sub-section 2) of the Merchant Shipping Act, 1894, are: "The service may be proved by certificates of discharge, by a certificate of service from the Registrar-General of Shipping and Seamen (granted by the Registrar on payment of a fee not exceeding sixpence), specifying in each case whether the service was rendered in whole or in part in steamship, or sailing ship, or by other satisfactory proof."

event of such promotion there would be no reason why the person promoted should not have such wages, for the time he held the higher position, as would have been paid to its former holder. The object of the rule as to non-payment of increased pay is to prevent a man making use of difficulty or emergency to exact a higher wage. He undertook by signing the articles to do his best for the adventure, and even if things turn out badly, he has no right to expect more money for work which he has undertaken to do to the best of his ability.

But it is possible for a fresh contract to be made whereby a man takes a higher rate of wages in substitution for his original contract, circumstances having altered since the original agreement was made. Or, if a man did something outside the scope of his duty, he would be entitled to extra payment therefor, and so a subsequent arrangement providing for such extra pay for such extra work would be upheld by the courts.

CHAPTER IV.

THE MASTER'S DUTY IN RESPECT OF THE CREW—(*continued*).

(B) APPRENTICES.

CONTENTS.—Indentures of Apprentices—Official Notices of Cancellation of Indentures—Apprentices under the Merchant Shipping Acts—Rights of Apprentices.

Apprentices.—The subject of apprentices had better be treated separately from that of seamen, though in a way the subject forms part of what was under our consideration in the last chapter.

The law on this point is not altogether in a satisfactory condition as far as it affects public ends, though these things do not professionally concern the shipmaster.

Indentures.—All indentures of apprenticeship to the sea service must be executed in duplicate. They need no stamp. Both copies must, within seven days of execution, be sent by the “master”* either to a superintendent, or to the Registrar-General of Seamen. This official files one copy and endorses the other, with a note to the effect that the duplicate has been so recorded, and then gives it back to the person who sent it to him.

Official Notices of Cancellation of Indentures.—So in case of the death or desertion of the apprentice or of the assignment or cancellation of the articles, notice must be sent to one of these officials to be recorded. Such notice must, if the circumstance to be notified occurs within the United Kingdom, be sent in within seven days. If abroad, it must be lodged at the first practicable opportunity. There is a penalty for failure to give such notices.

Apprentices under the Merchant Shipping Acts.—The Merchant Shipping Acts contain certain provisions—of a very salutary kind—to enable Poor Law Guardians and others to apprentice poor boys to the sea at the public expense. With these provisions the shipmaster has nothing to do. His duty

* The word “master” in this connection is used for the phrase “the person to whom the apprentice is bound.” He need not necessarily be a “master” in the sense of being in possession of a master’s certificate.

is to take the apprentice if he appears to be a suitable boy and things seem in order, not to inquire into the social status of the future seaman, nor, so long as he has no reason to consider that the money was dishonestly come by, to ask who provides the funds out of which the premium is paid.

A step in the direction of providing means whereby British boys, who are not paupers, should be given facilities for joining our Mercantile Marine was made under the provisions of the Act of 1898. This statute was primarily passed to deal with the question of the light dues. But under one of its sections a shipowner who carries boys between the ages of fifteen and nineteen, in accordance with the rules laid down by the Board of Trade in this connection, may obtain a refund of part of the moneys he has paid for light dues. The section in question, however, will not, unless re-enacted, remain in force beyond the last day of March 1905, and to enable the shipowner to demand this concession, any boys in respect of whose employment such a return is claimed, must have enrolled themselves in the Royal Naval Reserve and have entered into an obligation with the Admiralty to serve in the Royal Navy if and when called upon to do so.

When the crew are signed on before the superintendent, the master must produce the original indenture of each of his apprentices, the assignments of such indentures, if any; the names of such apprentices, and the dates of their indentures and of these assignments, and the names of the ports at which they have been registered must be entered on the articles, and thereby the articles, so far as their terms are not incompatible, may be considered to be, for the period of the voyage, incorporated with them.

The penalties for the supplying of a seaman without a licence to do so, or for receiving a seaman from an unlicensed person, also apply to the case of apprentices. So do the provisions prohibiting the receipt of an improper reward for obtaining a berth.

Rights of Apprentices.—An apprentice has the same rights as a seaman in regard to food, as to having a seaworthy ship to serve in, and as to the recovery of wages and such matters. He has also the additional right to be taught his trade. Like the seaman, the apprentice has a maritime lien for his wages. But this does not extend to the recovery of any penalty under the indenture due upon the breach of the agreement between him and the person to whom he is bound.

In other matters, save where specially mentioned, the rights of, and duties to, apprentices are the same as those in the case of the seamen.

CHAPTER V.

THE MASTER'S DUTY IN RESPECT OF THE CREW—(*continued*).

(C) DISCIPLINE.

CONTENTS.—Discipline—General Observations—Drunkenness or Neglect in Master or Seaman—Punishment for Desertion—Kindred Offences not amounting to Desertion—General Offences against Discipline—False Statements—Stowaways and those on Board by legal Order—Penalties on Outsiders for assisting or encouraging Offenders—Apprehension of Deserters in the United Kingdom—Abroad—Offences must be Logged—What does not amount to Desertion—The Right to Forfeiture of Wages may be Lost—Criminal Offences by Passengers or Crew—Duty to the Public demands Prosecution of Offenders.

Discipline. General Observations.—The subject of discipline is very near akin to that of the engagement, for in some sort the right and duty of the master to maintain discipline in his ship are founded upon the contract of engagement. The question is nowadays one of peculiar difficulty, owing to the fact that masters feel that they have little assistance afforded them by the authorities in dealing with their men, whilst they say—and with much truth—that the spread of a certain kind of education and the combinations of seamen daily make their position more difficult in this regard.

It would seem that here the best general advice which could be given would be summed up in the expression that “he who would command others must first learn obedience himself,” especially if in obedience we include self-restraint. The ruling of his own conduct, the observance of dignity and self-restraint in his dealings with the men under him, are the greatest sanctions which the shipmaster has for the preservation of discipline in his ship. He must, as far as possible, keep his temper with his men, and must certainly take care that his officers keep theirs. The master must keep himself largely apart from his officers, and his officers from the crew, remembering the truth of the adage that “familiarity breeds contempt,” and that ignorant men will not understand the conduct of an officer whose behaviour towards them varies from hour to hour and from day to day.

Careful rules of discipline must be made for every duty and for every possible emergency ; that is to say, the crew must be divided into watches for the ordinary work of the ship and the customary duties assigned to officers and men upon such occasions as the entering and leaving port. Arrangements must be made as to the incidence of the various extra duties which have to be undertaken from time to time, and there must be a fixed arrangement, weather and other circumstances permitting, when the crew's quarters must be turned out and cleaned.

It is well if on Sunday mornings the men be mustered and the Service read. Apart from the religious view of the question, the observance of this form tends to the maintenance of discipline and to the personal cleanliness of the men. For the spirit of emulation is enlisted on the side of order, and nearly all men feel ashamed to be dirty on parade.

The master should go through the ship at least once every day and see that things are as they should be.

The rule that the officer of the watch shall remain on the bridge should not be allowed to be broken, save when the master relieves the second officer. The chief officer should be taken into the master's confidence as to the position of the ship and in regard to the day's work.

The less the master interferes with the work of the chief engineer's department the better. But the master cannot forget that he is the responsible man in the ship, and he should see that discipline is maintained in this department. From the chief engineer he should have regular reports as to how things are going on, especially as regards the consumption and stocks remaining of coal and stores. At the same time he must use his own discretion as to the value of the reports and not accept these statements unquestioningly, for it is a well-known and natural characteristic of the chief engineer to underestimate his remaining stocks.

He should be careful to send any orders—save, of course, those which go by the engine-room telegraph—through the chief engineer, and not to communicate direct with any of the junior engineers. By this conduct he strengthens his own and the engineer's position in the ship and tends largely towards the maintenance of discipline.

In regard to all the officers, the master should insist on reports of any disobedience or insubordination on the part of the men, and he should take care that any punishments are dealt out by himself alone. Physical violence on the part of the officers to any of the crew should be most sternly repressed.

In vessels of any size, boat-stations should be assigned to the

crew, and in passenger steamers fire- and boat-drill should be attended to. With these, of course, must be included the assignment of men to the various bulkhead doors, and to the closing of sluices and suchlike, on emergency.

A night order-book should be kept, and used.

Rules should be made, and observed, as to the heaving of the log, as to taking observations, as to the checking of the compasses, and as to slowing and calling the master immediately fog comes on.

The master must see that the log-book is properly kept and signed and that the chief officer attends to his functions in regard to having the decks and the crew's quarters kept clean and the food properly served at regular meal times.

The seaman, by his articles of agreement, binds himself to do his duty during the period of his engagement in an honest, sober and faithful manner in the capacity for which he was engaged. But it is in that capacity and in no other. Save in the event of serious emergency, a seaman or steward could not be sent into the stokehold. If, therefore, there is any likelihood of any occasion arising in an ordinary way for the mutual assistance of seamen and firemen, a clause to that effect had better, as we have already suggested, be inserted in the agreement. The seaman must, of course, give the whole of his time to his duty, like the master. And in regard to sobriety he is also in the same position; that is to say, a single instance of drunkenness cannot be taken to involve his discharge and the forfeiture of the wages he has already earned. The proneness of humanity to make slips must not be forgotten. But at the same time discipline must be preserved, and even a first offence must not be allowed to pass unnoticed. Whether captain, officer, or man, he undertakes to assist in his proper place in the stowage and delivery of the cargo, in the mooring and unmooring of the ship, and in doing what lies in his power for the preservation of ship and cargo from loss by the act of God or by the attack of enemies. But he is not bound to throw away his life hopelessly or wantonly. He undertakes, in fact, to remain in the ship, unless some lawful reason release him entirely or temporarily, until the voyage is concluded.

The seaman warrants himself skilful, fully conversant with the duties of the position which he has taken, and diligent in the performance of them. A man, therefore, who proves himself incompetent or habitually slothful, does not fulfil his guarantee, and is not entitled to the wages he has been promised on fulfilment of his contract.*

* A new form of agreement for foreign-going ships, which came into force on the 1st January 1902, provides expressly for the reduction of the wages of a seaman who enters himself as qualified for a duty which he proves incompetent to perform.

For the reason stated above, his going ashore without leave is an offence, if it be without lawful excuse, and as such renders him liable to forfeiture of wages. Of course, the same is true of desertion, which is the offence of wrongfully leaving the ship without intention to return.

We may summarise the special offences and their punishments.

Drunkenness or Neglect in Master or Seaman.—Under the Merchant Shipping Act it is a misdemeanor for a master, seaman or apprentice to do anything which tends to the immediate loss of, or serious damage to, the ship or to immediately endanger the life or limb of any person on board of her, or for him to refuse, or omit, to do any lawful act, proper and requisite to be done by him, for preserving the ship from immediate loss or damage, or any person on board from immediate danger to life or limb. And this is so whether such an act or omission arise from drunkenness, wilful breach of duty, or from neglect of duty.

The word “immediate” here is inserted in every case because, to constitute the offence, the act, or omission, of the accused must be, as the law says, “proximate to the result.” Thus, suppose that, through drunkenness, a man did not make a rope properly fast and a spar came down in consequence, without injury to any one, but smashed the bulwarks in one place. Then, if it were allowed to lie where it fell, and in the course of days some one fell over the spar and through the unfenced hole in the bulwarks and was drowned, the drunken man, who left the rope improperly fastened, could not be punished for the loss of life, because, though the accident did happen through his default in the beginning, it was not *directly* through his default. There were other circumstances in the chain which led to the accident.

It will be noted that here a punishment is provided for neglect which endangers the ship and the lives of those on board. The law is not so on land. A man can stand by and see another drowning in reach of his hand and yet he is not punishable for omission to save him. At sea, the statute makes things quite otherwise. For it will be seen that the enactment is not worded so that any command to do the act is necessary to attach liability for not doing what ought to be done. Simple failure to act is sufficient.

Again, the words “lawful and proper for him to do” import a wider range of acts than the mere duty for which he signed in the articles. In case of emergency, the officers can order men to do any proper act necessary for the safety of the ship, though they could not order a man to do what would certainly cost him his life. Firemen, stewards, and even passengers, could be

ordered, in cases of emergency, to the hand-pumps. But a landsman should not be sent aloft in a tempest, or at least he should not be so sent if there were any seafaring person available.

Punishment for Desertion.—For desertion there is a penalty of forfeiture of all the wages the offender has earned and of all the effects he may have left in the ship. If he desert abroad, he may also forfeit any wages he may earn in any other ship till the time of his return to the United Kingdom. Besides this, he may be ordered to repay the excess of any wages that may have been paid to his substitute beyond what was agreed to be paid to himself, and, except in the United Kingdom, he may be sentenced to twelve weeks' imprisonment.

Kindred Offences not amounting to Desertion.—There are certain statutory derelictions of duty which fall short of desertion, though they are of the same class and render the offender liable to heavy punishment. They are

(a) The neglect, or refusal without reasonable cause, to join the ship, or to proceed to sea in her.

(b) Absence without leave at any time within twenty-four hours of his ship's sailing from port. And this applies as well to sailings from intermediate ports as from the port at which the voyage commenced.

(c) Absence, without leave and without sufficient reason, from the ship or from duty.

These derelictions may not be such as to amount to desertion, and, if they do not, and are not so treated by the master, they are considered "absence without leave." This offence renders the seaman committing it liable to the forfeiture of two days' pay. If it be extended, there is an additional penalty of the forfeiture of six days' pay for every twenty-four hours of absence, or a liability to recoup the ship for any expenses properly incurred in procuring a substitute. And, except in the United Kingdom, a punishment of ten weeks' imprisonment may be inflicted.

General Offences against Discipline.—Under this head are classed the offences of

(a) *Quitting the ship* at her port of delivery, but before she is placed in security.—Penalty may amount to the forfeiture of a month's pay.

(b) *Wilful disobedience to a lawful command.*—Penalty may be imprisonment up to four weeks, and, in addition, there may be forfeiture of an amount of wages up to two days' pay.

(c) *Continued wilful disobedience or neglect of duty.*—For this the penalty may be imprisonment up to twelve weeks, and also forfeiture of six days' pay for every twenty-four hours of con-

tinuance of disobedience or neglect, or the compulsory repayment of money properly spent in procuring a substitute.

(d) *Assaulting a ship's officer.*—Formerly this offence was only constituted where the person assaulted was a master or mate. By the Act of 1894, certificated engineers were very properly included. The penalty here is imprisonment up to twelve weeks.

(e) *Combining with members of the crew to disobey lawful orders, or to neglect duty, or to impede the vessel's navigation or progress.*—Penalty, imprisonment up to twelve weeks.

(f) *Wilful damage to ship, stores, or cargo, or embezzlement of stores or cargo.*—Penalty, imprisonment up to twelve weeks, and forfeiture of pay equal to the value of the loss sustained.

(g) *Being convicted of any act of smuggling whereby loss is occasioned to the master or owner of the ship.*—Penalty, payment to the master or owner of a sum of money sufficient to reimburse the loss or damage. The whole, or a proportionate part, of the man's wages may be retained in satisfaction of, or on account of that liability, without prejudice to any further remedy.

All these offences can be tried and punished summarily. Their statutory enactment in the Merchant Shipping Act does not bar any remedy which the master, or owner, might have had under the ordinary law for the breach of the contract of engagement. But this would not enable the master or owner to recover more than once in respect of the same damage.

False Statements.—Another offence, which, by its nature, can only be committed by a seaman, and not by an apprentice, is the making a false statement of the name of his last ship, or of his own name. Such false statement must be proved to have been wilfully and fraudulently made, and it must have been made on, or before, engagement. For each offence of this character there is a fine, which shall not exceed £5. This fine may be deducted from any wages the man may earn under the engagement. The proceeds may be applied to the reimbursement of any loss or expenses occasioned by previous desertion, and, subject to that, go to public purposes. In all these cases, except the last, the offender may be either a seaman or an apprentice, and the offence and penalty are the same in either position.

Stowaways and those on Board by legal Order.—But there are certain persons who may be on board the vessel, not as passengers, yet who have not signed on the ship's articles as seamen, nor have been put upon them (as the apprentices are), and who are yet subject to discipline, and to the punishments provided for breaches thereof. These are stowaways, and those

“seafaring persons” whom the master is compelled to take on board by authority of statute (for example, distressed seamen). These persons are treated, in respect of matters of discipline and offences against it, as though they had signed the articles and were members of the crew.

The stowaway, of course, is liable to punishment for the offence of which he has been guilty in stowing away. It consists of secreting himself on board the vessel and going to sea without the consent of the owner, master, any mate, or consignee of the ship, or of the person in charge of her, or of any person entitled to give that consent. The offence is punishable by fine (not exceeding £20), or by imprisonment up to four weeks. Hard labour may be ordered for this offence.

Penalties on Outsiders for Assisting or Encouraging Offenders.—It is well to remember, and on occasion to remind others, that there are fines for those who persuade or attempt to persuade seamen to neglect to join their ships; or to desert, or otherwise absent themselves from their ships; as also for harbouring deserters or persons absent without leave.

Again, when foreign deserters may be apprehended under the provisions of the Merchant Shipping Acts and Orders in Council thereunder, it is an offence to harbour such deserters.

“Harbouring” is an offence in which there must be a guilty intention; that is to say, the person accused of doing so will only be liable to punishment when he did so knowingly, or in a case where he had reason to believe that the person taken in, or secreted, was a deserter.

Now we have enumerated the offences against discipline constituted by the Merchant Shipping Acts, and it becomes necessary to see what are the rights and duties when such offences are alleged to have been committed.

Apprehension of Deserters in the United Kingdom.—In the case of desertion and absence without leave, the ship’s authorities—as I shortly described those who, in the statute, are enumerated as “master, any mate, owner, ship’s husband, or consignee of the ship”—may apprehend the alleged culprit with or without assistance of the local police (whose assistance they have a right to demand), where the case has arisen in the United Kingdom. Having been apprehended, the offender can be taken on board the ship, unless he expresses a desire to go before a Court which has cognisance of such matters before being taken on board. Such Court has the power, if it consider the grounds upon which the apprehension was made to have been insufficient, to order the person who apprehended the man, or who gave the order to have him apprehended, to pay

a fine not exceeding £20. In such a case the infliction of that fine is a bar to any action for false imprisonment for that arrest.

Abroad.—If desertion take place abroad, either at the port of departure or at an intermediate port, the ship's authorities may, if the place be within his Majesty's dominions, arrest the deserter with or without the assistance of the local police without warrant. If the place be outside his Majesty's dominions, he may be arrested without warrant, so far as the laws of the place permit.

The person so arresting a man has a right to take him before a Court, as in the United Kingdom, and for that purpose may keep him in custody for a period up to twenty-four hours; the person accused has a right to demand to be taken before such Court, and must be so taken on his demand, when practicable; but where it is not advisable, or demanded, or practicable, he can be conveyed direct on board the ship. The same provision as to a fine for arrest on insufficient grounds is enacted in respect to arrests abroad as that mentioned in cases occurring at home ports.

In cases of desertion, or of other breach of discipline, in any of his Majesty's possessions abroad, where a man has been imprisoned for the offence, the master, owner, or agent can make application to a justice of the peace for the return of the man on the ground that his services are required in the ship. In such a case the justice may make an order for the return of the man, although his period of imprisonment may not have expired, provided the period of his agreement with the ship is still running. And the man may be conveyed on board the ship for the purpose of proceeding on his voyage, or may be handed over to the person making the application for him, to be conveyed to the ship.

When a person against whom one of these offences is alleged, comes before a Court he may, on request of one of the authorities of the ship, be ordered to be taken on board the vessel to proceed on the voyage. And the Court in such cases has power to order the costs and the expenses properly incurred by, or on behalf of, the master, to be paid by the offender and to be deducted from any wages then earned by him, or from any thereafter to be earned by him in virtue of his current agreement.

With a view to ensuring the due punishment of the offence of desertion the Merchant Shipping Act provides for the making of arrangements between our own Government and those of other Maritime States whereby deserters from vessels of any of the contracting States can be surrendered to the authorities of

the State from a ship of which they have been duly proved to have deserted.

Section 224, Sub-section 2 of the Merchant Shipping Act, 1894.—But there is a saving clause in respect to these matters of which the ship's authorities should not lose sight. It is this: "When, in the United Kingdom, a seaman or apprentice to the sea intends to absent himself from his ship or duty, he may give notice of this intention, either to the owner or to the master of the ship, not less than forty-eight hours before the time at which he ought to be on board his ship; and in the event of that notice being given, the Court shall not exercise any of the powers conferred by this section of the Act (which, in fact, are the whole powers conferred by the Act as regards the United Kingdom) for causing the offender to be conveyed on board his ship."

Offences must be Logged.—In respect of offences committed on board ship (as, indeed, with respect to everything of importance that happens on board the vessel) the official log-book plays a very important part. At the time of the happening of an offence the facts of the case must be entered in the official log-book and be signed by the master and the chief mate or one of the crew. If the person to whom it refers be on board the vessel, and if the offence be one in respect of which a prosecution is contemplated, the entry should be read over to him and a note taken of what he has to say in reference to it. He may also demand to have a copy of the entry. A note of the fact that the entry has been read over to him, or that he was furnished with a copy of it, should be made in the log. The log will have to be produced as evidence of the offence when the man is tried, or when any legal proceedings in reference to the offence take place. When a desertion takes place abroad the entry will also have to be exhibited to the functionary who, by the Merchant Shipping Act, is authorised to grant certificates for leaving seamen behind.

What does not Amount to Desertion.—Desertion is not committed by a man who leaves the ship when she is abandoned from serious casualty without hope of saving her, or when he leaves on account of illness; or goes to volunteer into the navy (but he must give notice of his intention in this case); or when he leaves on account of a breach of the agreement by the master, such as a voluntary deviation by him from the stipulated voyage, unreasonable cruelty on the part of the master, or quits because the ship has become so unseaworthy, or so short-handed, that her condition makes it dangerous to remain on board.

The Right to Forfeiture of Wages may be Lost.—The master must not forget that if he receive the seaman back, and allow him to resume work, his doing so constitutes what is called a waiver of his right to claim forfeiture of his wages.

Criminal Offences by Passengers or Crew.—So much for the offences which are specially commissible by those on the articles. There are, of course, in addition all the offences known to our criminal law which may be committed on board ship. It is no part of our plan to go into these. For the master is unlikely to have to deal finally with them at sea. They may be committed by either members of the crew or by passengers. In either case the master is fully empowered to take what measures he considers right for the safety of the vessel and of those persons who are placed in his charge. His powers are very large, and, provided he acts reasonably and without the desire to vent any personal spite, he will be supported when his conduct is subsequently considered on shore. All that is to be said is that the restriction of personal liberty must be resorted to only on sufficient grounds and with great discretion.

The taking passage with a master is an implied agreement on the passenger's part that he will put himself under the master's authority and obey the reasonable rules of the ship. If it were otherwise, passenger business could not be carried on. A ship, even nowadays, is a confined place, and where large bodies of miscellaneous people are collected in such close quarters it is absolutely necessary that simple rules for the general comfort should be made and obeyed. Indeed, some rules which are obnoxious to passengers are really framed with a view to the safety of the ship and the lives of those on board of her. For example, the rule which prohibits the use of spirit lamps in state rooms. This is sometimes regarded as a great hardship upon ladies. Yet it is salutary indeed. But a master could hardly punish a lady for breaking it. He must act with tact and discretion.

In regard to offences committed on board the ship, the master must not exercise his powers in an arbitrary or extreme way. That would be bad policy, to say the least, especially in a passenger ship. He should only restrain the liberty of an offender when the safety of life and of the ship demand it, and he should be careful to avoid as much as possible the restraining of any offender in a method which might be considered unnecessarily degrading. It is obvious that the actual punishment must be meted out on the ship's arrival in port, and for that purpose care must be taken to log the occurrence, as already pointed out, and to give notice to the authorities as soon as the ship arrives.

Cattlemen are now usually members of the crew, being, for convenience, placed on the ship's articles at a nominal wage. They are thus made amenable to the same discipline as the crew, and can be punished where necessary by the infliction of fines, which, after all, are the most valuable aid to the preservation of order among the crew. The list of fines which are capable of infliction on members of the crew must be included in the articles and so agreed to by the crew, and so, of course, fines cannot be resorted to for offences not included in the list. When fines are inflicted the occurrence must be entered in the log and the entry read over to the offender.

Duty to the Public demands Prosecution of Offenders.—There have been recent complaints of the alleged insufficient assistance which the law gives to the master in dealing with those guilty of insubordination, and especially with such as refuse to go to sea. I do not think these cases will bear investigation. It would seem that the law has provided ample remedies and powers for those who will, and can, avail themselves of them. But the desire on the part of the master not to delay the ship, or to avoid trouble on the part of the owners, has prevented the proper means being taken to set the law in motion for the punishment of offenders. If that be the case, there is no just cause of complaint against the law. It is always a troublesome, and often an expensive, matter to set the law in motion, even in long-shore affairs. But one's duty to oneself and to the public impels, or ought to impel, every one to see justice done where wrongs have been committed. Certainly those who neglect to take advantage of existing provisions cannot justly complain that the law does not assist them to maintain their rights.

CHAPTER VI.

THE MASTER'S DUTY IN RESPECT OF THE CREW—(*continued*).

(D) PROVISIONS, ACCOMMODATION AND MEDICAL COMFORTS.

CONTENTS.—Survey of Provisions on Complaint—Survey of Provisions prior to Sailing—Weights and Measures must be Carried and Used—Compensation for Reduced Allowance—Medicine—Penalties for Insufficient Supply—Lime-juice—Extra Sugar—Scurvy—Medical Officers—The Rights of Crew in case of Illness—Survey of Unseaworthy Ships—Accommodation—Protection against Imposition.

Survey of Provisions on Complaint.—The duty lies upon the master of a merchant ship to provide water and proper and sufficient food for his crew. The Merchant Shipping Act of 1854 gave the crew the right to demand a survey of the water and provisions of their ship upon complaint made by three or more of their number to a British consular officer, to an officer of customs, to an officer commanding one of his Majesty's ships, or to a superintendent of a Mercantile Marine office. Upon such complaint a survey will be made, and if the report be that the quantity or quality of the water or provisions is insufficient or bad, a notice of the defect will be given to the master in writing. For neglect to remedy the cause of complaint after such notice the master becomes liable to a penalty not exceeding £20. The officer making the survey has to note the fact in the ship's log and also to report the circumstance to the Board of Trade. The master has a protection against frivolous complaints under this enactment by the provision that, if the officer making the survey report that there was no reasonable ground for the complaint, the seamen who made it are each liable to the forfeiture of a week's wages to the owner of the vessel.

Survey of Provisions prior to Sailing.—Under the law just referred to the machinery for inspection had to be set in motion by the men themselves. It might very well be that in certain cases of hardship the men would rather suffer than complain, and so an Act, passed in 1892, went somewhat farther. It did not in any way repeal the former law, but it went beyond it, giving a compulsory examination prior to the beginning of the

voyage, and irrespective of any complaint on the part of the crew, in the case of vessels starting on certain very long voyages. The voyages referred to are those round the Cape of Good Hope, round Cape Horn, and through the Suez Canal. This inspection is to be made by officers of the Board of Trade, appointed for the purpose, and, where practicable, the survey is to take place before the provisions are shipped.

Weights and Measures must be Carried and Used.—The ship's agreement prescribes the food scale of the men, and the master must have on board proper weights and measures for the purpose of giving out the proper quantities, and he is obliged to allow them to be used, and that in the presence of a witness, if there be any dispute as to the quantity served out. In case of his refusal to comply with this regulation the master is liable to a penalty of £10 for every refusal.

Compensation for Reduced Allowance.—Reduction of the scheduled allowance of provisions is allowed by way of punishment—if contained in the agreement—and also in the case of men who wilfully refuse to do their duty, or are lawfully in confinement (whether on ship or shore) for misconduct. Otherwise the seaman becomes entitled to compensation for a reduction in the quantity of his food, to the extent of fourpence a day where the reduction does not exceed one-third of what he is entitled to, or eightpence a day where that proportion is exceeded. If the quality be bad, he is entitled to an allowance up to the amount of a shilling a day.

Of course, in all these cases, it has to be remembered that ships' voyages extend to all sorts of climates and are sometimes prolonged to very unexpected periods; thus there is a provision in favour of the master and owners, that the Court, before whom such a matter comes up for adjudication, may take into consideration the circumstances of the case; such as, for example, the fact that, though the actual food stipulated for may not have been supplied, the men were given as near what they had agreed to as it was possible for the master to give.

Medicine.—The Board of Trade, under the authority of Parliament, issues rules in respect to the supply of medicines, medical stores and anti-scorbutics, for the benefit of the crew. Every ship navigating between the United Kingdom and any place out of the same has to carry a proper supply of these, and must also have on board an authorised book of instructions as to their use.

Penalties for Insufficient Supply.—In British possessions, out of the United Kingdom, the governor has power to make regulations in this regard in the same way as the Board of Trade

has at home. It is therefore possible that in leaving certain colonial ports there may be need to carry these matters to an extent in excess of the amount required on sailing from a home port. Masters may do well to bear this fact in mind. Very stringent regulations are made to ensure that the quality of these stores shall be good. A £20 penalty is provided for those who manufacture, sell, or keep for sale such goods of improper quality; whilst, if the proper comforts are not provided, packed, and kept on board, a similar penalty is enforceable against the master and owner. Moreover, to inflict such a penalty it is sufficient for the prosecution to prove that the breach of the regulations was committed. The onus then lies on the defendant to prove that he was not in default. In cases where such default occurs, and the master and owner can show that they are not responsible, the penalty will fall upon any other person who is shown to have been guilty.

Lime-juice.—In regard to the provision of lime-juice there are special regulations. Not only is the quantity to be carried settled by authority, but the quality must be proved and certified by Board of Trade inspectors. It must be rendered palatable by the addition of 15 per cent. of proof spirit, it must be packed and labelled and deposited in the bonded stores, as is required by the regulations, and the packages in which it comes aboard must be maintained intact till such time as the vessel shall have left her port of departure twenty-four hours.

Extra Sugar.—In connection with this provision of lime-juice, a special quantity of sugar, outside the quantity named in the ship's agreement, must be shipped. This sugar is to be served out with the lime-juice, at the rate of an ounce of each per man per diem, mixed with a due proportion of water. The serving out of these rations commences when the ship has been ten days at sea, and continues during the remainder of the voyage, save during such periods as the vessel may be in harbour, and fresh provisions may there be supplied to the men. The neglect or refusal of the men, or any of them, to take their rations, must be entered in the ship's log and the entry signed by the master, and also by the mate, or some other member of the crew. If there be a medical practitioner on board he must add his signature also. By Order in Council the King may substitute another anti-scorbutic for lime-juice.

Scurvy.—Young and unthinking persons may perhaps be inclined to scoff somewhat at the elaborate precautions evinced in these regulations as to the provision and enforcement of the taking of lime-juice. The present generation of seamen are, in regard to scurvy, like their compeers on land in regard to small-

pox. Not knowing the terrible sufferings which former generations endured through these scourges, they think the precautions against them unnecessary and troublesome. But it is in a large measure owing to the rigour of the regulations that scurvy is to-day practically unknown. There was a time when 60 to 80 per cent. of our long-voyage sailors suffered from it, and that to a terrible extent. Whole crews were swept away, and, when men did survive its ravages, they were often maimed and incapacitated for life.

The quality of the medicines carried is ensured by the enactment that an official medical man shall inspect the ship's medical stores and give a certificate that the regulations have been complied with, if he find them of the proper quality and in sufficient quantities. His certificate is one of the papers which the master must produce when he asks for clearance. Proceeding to sea without such certificate renders the master, consignee, or owner liable to a penalty of £20.

Medical Officers.—The seaman is fortunate in having a considerable body of law passed for the protection of his health, and for enforcing that due care be taken of him when sick. At certain ports the Local Marine Board and the Board of Trade appoint medical inspectors of seamen. Upon payment of a fee, fixed by the Board of Trade, the master or owner who is engaging his crew may have an examination of the men by the medical inspector, who will give a report as to whether such men are fit for duty.

The great increase in the size of merchant ships of recent years may give scope to a certain section of the Merchant Shipping Act in regard to the carriage of medical practitioners. It has existed since 1854 without having, as yet, any practical operation. This is the section * which enacts that "every foreign-going ship, having one hundred persons on board, or upwards, shall carry on board as part of her complement some duly-qualified medical practitioner." The penalty for breach of this obligation is £100, recoverable from the owner. But the second sub-section excepts emigrant-ships from the force of the enactment. Thus the obligation has had no real force. For vessels not carrying passengers have not yet become large enough to carry quite a complement of a hundred men, though some cattle ships, with cattlemen on the books, are getting near the line.

There is no statutory obligation—nor do I think there would be much need for one—to carry a medical officer in foreign-going steamships which carry passengers and are not emigrant-

* Section 209 of the Consolidation Act of 1894.

ships, until the number of souls on board reaches the number of three hundred, for the requirements of saloon passengers are such as to ensure a medical attendant, quite apart from the force of the law.

But all emigrant-ships (*i.e.* foreign-going ships which carry fifty or more steerage passengers) must have a medical man, irrespective of the number of the crew or of the other passengers carried.

Rights of Crew in Case of Illness.—As regards illness, all the crew, including the master, are entitled to medicine and medical attendance and advice whilst on board at the ship's expense. When they are not on board the ship the practice varies. The invalid may have been temporarily removed out of the ship for convenience, or to avoid infection, and in that case the expense of removal, sustenance, advice, and attendance falls upon the ship; or, where members of the crew receive injury in the service of the ship, there is a right to medical or surgical advice, medicine, and sustenance till the patient is cured, or dies, or is brought back to the United Kingdom, if shipped thence, or, if shipped at some other British possession, to some port in that possession. The cost of his conveyance in such case falls on the ship, as does the expense of his burial, if his illness terminate fatally. No deduction from wages earned can be made on account of any of these expenses.

The master is liable for the repayment of any of the charges just enumerated which may have been paid by a consular officer, or other person on behalf of the Crown. They can be recovered in the same manner as seamen can recover their wages, and a certificate of the facts, signed by the person who paid the charges—accompanied by the vouchers, if there be any—is good evidence against the defendant in a proceeding for their recovery. Of course, if the master settles any such charges, he does so on behalf of the ship, and can recover the money as disbursements on ship's account.

Survey of Unseaworthy Ships.—In the agreement there is by statute an implied warranty that the seaman is being engaged to serve on a seaworthy and not overladen or undermanned ship. So if the seamen refuse to proceed to sea in the vessel, alleging that she is in an unfit state to sail, and if, on a proper survey, a ship be found to be unseaworthy, the statute frees the men from the punishment which such refusal would otherwise bring upon them.

The Board of Trade has the right to appoint officers to record the draught of vessels upon sailing, and masters are bound under penalties to allow such officials on board for the purpose of executing this duty.

The sending of an unseaworthy ship to sea is now a misdemeanor, though, of course, unseaworthy in this sense means, unseaworthy in a manner and to an extent whereby life may be endangered. It does not bear the technical meaning which "unseaworthiness" sometimes has in regard to the question of suitability for the carriage of certain kinds of cargo.

The Merchant Shipping Act, 1894, by its 459th section, gave the Board of Trade power to provisionally detain for the purpose of survey a British ship when in a port in the United Kingdom, if she were what is called an "unsafe" ship. This unsafety was, according to that section of the Act, a defective condition of her hull, equipments, or machinery, or unfitness to proceed to sea without serious danger to human life by reason of overloading or improper loading. The powers thus indicated were extended by the Merchant Shipping Act 1897 so as to include the case of a ship which might be unsafe "by reason of undermanning," and the power to detain, previously given for the purpose of survey, was now extended to include cases where it was desirable also to "ascertain the sufficiency of the crew." Another section of the Act of 1897 similarly extended the powers which the Act of 1894 conferred on the Board of Trade in regard to foreign ships against which allegations of unsafety might be made, whilst they might be lying in British ports.

The master or owner charged with this offence can only be proceeded against by leave of the Board of Trade at home, or with the permission of the governor of a British colony if abroad, and there can be no conviction except after a trial before a jury.

The defence of the unseaworthiness in the ship only avails a seaman charged with desertion, if he shall have made a complaint of the state of the vessel previous to his quitting her. He cannot otherwise ask for a survey.

Such survey may also be ordered by a Court where it is alleged by one-fourth of the seamen on board a vessel that she is unseaworthy. In the case of vessels with large crews such survey may be ordered on the complaint of five seamen. The Board of Trade surveyors, or a special person appointed for the purpose, or any other impartial surveyor, may be appointed for the purpose of surveying the vessel, and the person so appointed must give in a report in writing, and in addition answer any questions which may be put to him by the Court. The cost of the hearing and survey are, in the first instance, payable out of the Mercantile Marine Fund. If the ship be found unseaworthy, the master or owner will be liable to make good the costs. If she be found not unseaworthy, the persons who made the demand for a survey, or upon whose allegation it was held, are responsible, and the

amount of the costs may be deducted from the wages due, or to become due, to them, and handed over to the Board of Trade.

A Naval Court, too, has the power to direct a survey of a ship which is the subject of an investigation before it. And it has, in this regard, the same powers as a Court before which a seaman would be tried for desertion or similar offence.

Seamen unnecessarily detained on a charge of desertion or similar offence, may, where the ship is found unfit to proceed, be awarded such compensation as against the master, or owner, as the Court may consider fit.

Accommodation.—In the place appropriated in the ship to seamen, a space of not less than* twelve superficial feet, measured on the deck or floor, shall be allowed for every man. And this place must be securely constructed, properly lighted and ventilated, properly protected from weather and sea, and, as far as possible, shut off and protected from effluvium which may be caused by cargo or bilge-water. Such space must also be kept free from stores and goods, except, of course, the men's personal property. The keeping of the space clear is a duty expressly laid on the master, and he is liable to a forfeiture of a shilling a day to each seaman for every day during which the obstruction shall continue after two or more of the men have made complaint to him of the matter.

The observance of the other ordinances in regard to accommodation are incumbent on the owner, and any failure on his part to comply with the statutory provisions may render him liable to a fine of £20.

Further requirements in regard to provision of proper privies, to be approved by the surveyor to the Board of Trade, must be observed before the crew space can be deducted from the ship's registered tonnage. When a certificate of approval is given by that functionary and produced to the collector of customs, and when the legend "*Certified to accommodate — seamen*" is cut or painted over the entrance, a tonnage allowance in respect of the accommodation may be made. But on well-founded complaint as to the non-observance of the regulations, the allowance of space will be at once done away with.

In case a seaman is ill, and, through neglect of the master or owner, has not been provided with the water and food secured

* Regarding the accommodation of Lascars in British ships it was decided in the *P. & O. Company v. The King*, tried in June 1901, that Lascars if borne in British ships must have the same accommodation as the Merchant Shipping Act enjoins for white members of the crew, notwithstanding the fact that the Indian Acts allow them to be given a smaller space.

to him by his agreement, or with the medical comforts and anti-scorbutics given him by Parliament, the owner or master becomes liable for the proper expenses caused by such illness, up to an amount equal to three months' wages. Where such expenses shall have been incurred by the man himself or by Government, or by parochial or other local authority, these expenses stand on the footing of wages as regards the remedies given for their recovery, and it is expressly stated that this enactment does not stand in the way of any right of action which the seaman would have under the ordinary law against the master or owner for damages arising from negligence.

Protection against Imposition.—The seaman has several privileges granted to him by Parliament to enable him to protect himself against imposition. Amongst these we may note the peculiar powers given to the County Courts to extend their jurisdiction into disputes between seamen and their employers. Then there is the right to go ashore for the purpose of making complaint to a magistrate, consular officer, or officer of a King's ship, either against the master or any of the crew of the vessel upon which he is engaged. He is to be allowed to go ashore "as soon as the service of the ship" will admit, should the vessel be at a place where such a complaint can be lodged; or, if not, as soon after her arrival at such a place as the service will permit. But in each case it is well to observe that the seaman must, before going ashore, prefer his request to do so to the master. He must also not forget that in each case he can only go ashore as soon as the service of the ship will permit. That, of course, is a necessary qualification, but it will not allow the master to detain him unreasonably. The man need not be given an opportunity of deserting when such a request is granted; for the master can either let him go on his own responsibility or send him ashore under proper custody.

Various powers are given and enactments passed as to sailors' lodging-houses, charges upon seamen's wages, validity of claims arising out of debts incurred after engagement, and the detention of their effects. The master has little concern with these. But what he may well be reminded of is his power to prevent unauthorised persons from boarding the ship before the seamen leave. Going on board without the permission of the master, or remaining on board after being warned to leave by the master, a King's officer of customs or of the Board of Trade, or by an officer of police, renders the person disobeying the law liable to be summarily arrested by the master or public officer and handed over to the police. The offender may, on summary conviction, be fined £20 or sent to prison for six months.

Thus it will be seen that, as far as Parliament can effect such a purpose, everything that has suggested itself has been done to prevent the necessary power of the master over all who ship with him being abused as against the common seaman, and to protect the latter against those who wish to prey upon him on land.

CHAPTER VII.

THE MASTER'S DUTY IN RESPECT OF THE CREW—(*continued*).

(E) PAYMENT OF WAGES AND DISCHARGE.

CONTENTS.—Advance Notes—Allotment Notes—Seamen's Money Orders—The Seaman's Right to Wages—The Master's Duties when a Seaman Dies—Wages of Seamen lost with their Ship—Leaving Seamen behind—(a) When Ships are Sold—(b) When the Ship is Wrecked—A Deviation—Volunteering into the Royal Navy—As to Payment—Seaman's Maritime Lien for Wages—Where Suits for Wages may be Instituted.

PARLIAMENT has set itself (and the shipowner and shipmaster) a difficult task in attempting to protect the sailor from himself and from his apparent friends, without depriving him altogether of the right which every man ought to have, to do what he likes with his own, and to decide for himself what innocent extravagances he may enjoy when he is at play. This task, too, seems more complicated as we go farther into the relation between the employer and employed.

We have now got Jack to sea, and therefore he is already earning money. For many reasons of convenience, and even of possibility, it is out of the question for the captain to take cash to sea and pay every man his weekly wage on a Friday night as landsmen are paid. He has little call for the money at sea. Very probably there are a wife and children at home, and it is there that a large part of his wages are wanted, and whither, if proper facilities are granted, the bulk of his money will undoubtedly find its way.

Advance Notes.—The law as to advance notes has varied through the century with the progress of commerce and of civilisation. In the early days they were discouraged, because they were thought to "lead to desertion and piracy." Now the ship's agreement may contain a stipulation that a sum not exceeding a month's wages may be paid to or on behalf of the seaman, conditionally on his going to sea in pursuance of the agreement. But any other agreement by the employer, or on his behalf, for the payment of money to, or on account of, the sailor is void. Such void agreements give no right of action or

even of set-off in an action, and no deduction from his wages on account of them will be permitted. There is also a statutory enactment that an advance note is not a negotiable instrument. Thus a person who obtains possession of it, even for value received, cannot sue upon it in his own name.

Allotment Notes.—Allotment notes stand on a different footing. They must all be made in the form sanctioned by the Board of Trade. All stipulations regarding them must be inserted in the agreement, if they be made at the commencement of the voyage. They must state the times at which the payments are to be made, the amounts of such payments, and the persons who are to receive them. The amount may not exceed half the man's wages. The recipient may be either a "near relative" or a "savings bank."

The expression "near relative" includes the man's wife, child, parent, grandparent, and grandchild, and also a brother or sister.

The expression "savings bank" includes post-office savings banks, seamen's savings banks, and trustee savings banks.

The payments under the allotment note begin, in the case of relatives, one month after the date of the agreement, or, in the case of savings banks, three months after the same date, or at a later period if so fixed by the agreement.

The "near relative" has the same rights for the recovery of the sums due under the allotment note, as the seaman has for the recovery of his wages, where the sum due does not exceed £50. But, of course, it is a defence to the claim to show that the man has forfeited, or ceased to be entitled to, the wages out of which the allotment would have been payable. Moreover, a wife who deserts her children, or is guilty of misconduct, loses her further rights under the allotment note.

The evidence that the money payments under the allotment note have ceased to be payable is generally derivable from the master of the ship whereon the man was engaged. It may be by an official statement of the change of crew, made in the form required by the Merchant Shipping Act, and signed by the master, or it may be a "credible" (which, I suppose, means a formal) letter from the master, or a certificated extract from the vessel's log-book, or, indeed, any evidence which may be satisfactory to the Court before which the matter comes up for adjudication.

The master, as such, has no interest in the fate of the money paid under the allotment notes, after it once gets into the savings banks. But it may be well, for the sake of completeness, to mention that during the sailor's lifetime no one but himself has

the right to withdraw the sums he has had paid in on this account. As an additional precaution against thoughtless or ill-advised withdrawal, even *he* can only obtain the money on application made through a superintendent or the Board of Trade. In case of his death, it may be paid out to some person to whom his property, if under £100 in value, may be paid under the provisions of the Merchant Shipping Act.

Seamen's Money Orders.—It is obvious that, if it be dangerous for the seaman to be given a large sum of the money, the earnings, perhaps, of a long engagement, in a home port, where all manner of difficulties are put in the way of those who might desire to prey on him, it is more important still to assist him to take care of his money when he is paid off in foreign ports. Accordingly a system of money orders for the transmission of his wages home is sanctioned by Parliament, and the Board of Trade has made arrangements whereby the bulk of the man's wages can be sent home for him, free of cost, from one or two of the Western continental ports whereat British ships chiefly discharge their crews. Though this system met with great hostility from those persons in foreign ports who had formerly profited by the weakness of the British seaman it has proved its value, and will doubtless be much further extended.

The Seaman's Right to Wages.—There was an old legal maxim that "freight was the mother of wages." The exact meaning of that phrase need not here be discussed. It has now merely an historic interest, for the Merchant Shipping Acts have expressly laid it down that the right to wages shall *not depend* on the earning of freight. The seaman begins to earn wages and a right to provisions as soon as he commences work, or at the time when the agreement specifies that he should go on board or commence work, whichever may happen first. He continues to earn wages and to be entitled to his food till discharge, save that the right is in abeyance during any period during which he unlawfully refuses or neglects to work, or during any period for which he is lawfully imprisoned for any offence committed by him.

The words in regard to imprisonment may be noted. For it might be possible, even in these days, that a seaman might be imprisoned abroad for what was not "an offence committed by him," and in that case his claim for wages would not be barred by the imprisonment. Where the imprisonment has taken place at the hands of a competent tribunal for a proper cause, and the master has incurred any costs in procuring the conviction and imprisonment, the Court may, up to a maximum of

£3, make an order that the man shall reimburse the costs so incurred by the master.

In the case of ordinary illness wages still accrue, though the man may be incapable of performing his duty. But where it can be shown that the illness was caused by the man's own wilful act or default, no wages are payable in respect of the period for which he was incapacitated.

These latter rules apply chiefly to temporary illness. In more serious cases it may become necessary to leave the seaman on shore. In such a case the right to wages ceases when the man is properly so left.

The Master's Duties when a Seaman Dies.—In case of death the master's duty is to take charge of the effects of the deceased, and, if he thinks it advisable, to sell them by public auction, either before the mast or otherwise. He must make an entry in the ship's log in regard to this matter. The entry must be signed by the master and by some other member of the crew, and it must state the amount of the money in the possession of the deceased at the time of his death, and also afford a description of his effects. If these effects be sold, a statement describing each article, and giving the amount for which it was sold, must also be given. At the same time a statement of the sum of money due to the deceased for wages must be entered, with a note of any deductions to be made from them. Stringent regulations are made to prevent any master improperly claiming deductions from the wages of deceased seamen, for none will be allowed, in cases where an official log-book is required to be kept on the vessel, unless they are verified by an entry in such book, properly made and attested in accordance with the provisions of the Merchant Shipping Act. And, where there can be any vouchers in support of the master's claim to make the deduction, it is the duty of the superintendent, or other public officer to whom the account is rendered, to insist on their production, if there be reasonable grounds for doing so.

The master has further duties in regard to the property of the deceased seaman. When the ship comes to a port outside the United Kingdom, at which there is made a stay of forty-eight hours, he must report the decease to the officer of customs, if the port be in a British possession, and, if it be not, he must make such report to the consular officer. The functionary to whom the report is made may, if he think it desirable, take over the property, and if he does so must give a proper receipt therefor, and at the same time endorse the fact of his having done so on the ship's articles. Within forty-eight hours of the ship's arriving at her port of destination in the United Kingdom,

the receipt so given to the master must be produced by him to a superintendent.

If the public officer abroad who receives the report of the death does not take over the deceased's property, it becomes the duty of the master, within forty-eight hours of his arrival, to hand it over to the superintendent.

In all cases, with the property, the master must give an account, showing how the deceased's estate stands in account with the ship. When all these formalities have been complied with, the superintendent has to give the master a certificate to that effect, and this must be produced to the officer of customs before he will allow the vessel to clear inwards.

The master is personally liable for the property of deceased seamen until he is relieved of such responsibility by the formal receipt of one of the public officials named, and, in addition, for any breach of duty in regard to it, he becomes liable to a £50 penalty. An additional safeguard to the seaman's relatives is given by the financial responsibility and heavy penalties laid by Parliament upon the shipowner in respect of a deceased sailor's property where the master fails in his statutory duty.

The same means for the recovery of the property of deceased seamen are open to their representatives, as would have been open to the men themselves if they had survived. And a man who dies at the termination of a voyage, but before his wages are paid, leaves his rights in a similar condition to that in which he would have done had he died whilst still in service on board the ship.

Provision is also made for the recovery and protection of the property of seamen who die abroad and leave property which is not aboard a British ship. But in this case the duties of looking after it are not imposed on the shipmaster.

Wages of Seamen Lost with their Ship.—The Merchant Shipping Acts have made special provision to meet the case of seamen who may have been presumed to have been lost in missing ships. In such cases the Board of Trade may act on behalf of the personal representatives of the sailor. When the Board does so, it has all the rights and remedies for the purpose which Parliament has provided for the benefit of seamen, who sue for their own rights. On such melancholy occasions there can be no rights against or duties upon the shipmaster, for he is gone with his men. But it may be well to mention, since his representatives, too, have their rights for wages, that the law presumes the loss of a ship which has not been heard of within twelve months of the date of her leaving a port of departure. The date at which she is presumed to be lost—and at which

therefore all wages will be reckoned to have ceased to accrue—is not fixed by any such arbitrary rule; for if the Board of Trade or some other duly qualified person sue for the wages, the Court has a discretion either to presume her loss from the date of departure or from some other date which it may think probable. Thus, if a vessel be spoken some time after her departure, that would be evidence that at all events up to then she was afloat and her crew earning their wages. So, too, if a ship were sighted on fire, in weather which precluded the launching of a boat by the vessel which observed her, and in a position in which the lost vessel would have been likely to have been, and if the general description of the burning vessel tallied with that of the missing vessel, that would be strong evidence that the two were identical, and that the lost ship was in existence at that date. This view would be strengthened if there were no evidence that any similar vessel was lost in the same way in the neighbourhood about the same date.

The duplicate agreement or list of the crew produced by the Board of Trade or from the office of the Registrar-General of Shipping is evidence that the seamen named therein were on board the ship when she was lost.

Leaving Seamen Behind.—We have said that a seaman's right to wages was terminated when he was properly left behind. Such cases may arise through illness or through circumstances connected with the adventure, or by the man's disappearance or desertion, or through the order of a Naval Court. But a seaman can never be left behind without a certificate from some British functionary, even if it be the respectable British merchants who act as such when there is no salaried functionary on the spot. The master who neglects to get such a certificate renders himself liable to punishment as for a misdemeanor. In cases where it may have been impracticable for him to obtain such certificate, the onus of justifying himself in not so obtaining it lies upon the master.

In case of serious illness incapacitating the seaman from doing his duty the master may, upon the production of proper evidence to the effect of his unfitness, obtain a right to leave him behind. Then the man's right to wages ceases to accrue on his leaving the vessel. But the master must furnish the functionary who gives him permission to leave the man behind with a statement in duplicate of the wages due to the man, and must pay over the amount so shown, where possible in cash, and where not so possible by a bill drawn upon the shipowner. The functionary must endorse a notification of the fact that the bill is drawn in payment of seaman's wages upon the bill itself, and

must also note the ship's articles with an endorsement of the amount of the bill and of the circumstances under which it was drawn. In British possessions the man must receive the payment. But outside these the public functionary must take it, and if he find it satisfactory, must endorse a receipt for the payment on one of the duplicates already mentioned. This clears the master, save of course for any liability he may have on a dishonoured bill, but the functionary still has duties to perform in seeing that the man has subsistence from it and a passage home, and also that he has the balance of his money secured to him.

All distressed seamen in foreign ports, from British ships (except, of course, deserters and those who are in distress by their own default), have the right to be sent home, and there is a duty on masters of British ships to take them for proper payment when required to do so. Where there is no other person chargeable with the expenses relating to such distressed seamen the Mercantile Marine Fund finds the costs of their sustenance and passage. But where the master of the ship by which they came out has not fulfilled all his duties, as ordered by statute, in respect of the men, he becomes liable for the repayment of these charges.

Here, it may be noted, that a master may also find himself in a difficulty if he bring to this country natives of Asia, Africa, the South Sea Islands, or of any other country not having a consul in the United Kingdom, and discharge such native here, if within six months such native commit an act of vagrancy or become chargeable to the rates.

A seaman may be discharged by order of a Naval Court for offences or for the safety of the ship, and by such an order may at the same time be condemned to forfeit the whole or part of his wages. Of course, desertion, being a breach of contract on the man's part, frees the owner and master from liability to pay further wages, and usually involves entire forfeiture of wages earned.

We must also examine the case of seamen whose ships never return at all. Such cases may arise either from the sale of the vessel or from wreck.

When Ships are Sold.—When ships are sold in places outside of his Majesty's dominions, the master must pay his crew off in the presence of what I have called a functionary, and in addition to the amount of the wages to which the man is entitled the master must provide for his return home and for his sustenance until he reaches his destination. Those of the men who choose to declare before the functionary their intention of remaining by the ship under her new owners are entitled to do so.

Four alternative modes of effecting the duty of repatriation are given in the Act. There has been some litigation as to the exact rights and duties in the matter. But, without entering into a technical discussion, it will be enough to say that the master can satisfy his duty by giving each man such sum as the functionary shall deem sufficient in this behalf, or he may get the man an opportunity of working his way back, or he may give the man himself a passage home or sufficient money to pay for one. Whatever he does he must take care to see that the functionary endorses on the ship's agreement particulars of the arrangement come to, as that endorsement is the master's answer to future claims in the matter.

When the Ship is Wrecked.—When the ship is wrecked the contract is terminated. But of course the wreck does not always prove to be a total loss at one specific moment. The legal rule is that the seaman's contract is at an end either when the ship is abandoned, without hope of recovery, or when the master, after all that is possible has been done for ship and cargo, gives his men their discharge. Serious damage, even though it may be doubtful whether the ship is quite incapable of repair, may justify the captain in discharging his men. He will, of course, in such case, have—in support of his assertion that the injury was serious, and that the time and expenditure required to repair the ship would be great—the facts to adduce that he discharged the vessel's cargo and abandoned the voyage upon which he was then engaged.

In war time capture by the enemy also terminates the contract of service. When a man is sent home by order of a British functionary, that terminates his contract. He has no claim on the vessel for wages after he leaves her, as it were, by operation of law. But he would doubtless, in such a case as that of *Melville v. De Wolfe* (where a man was sent home as a witness), be entitled to make a claim against the public for whose good he was taken out of his ship, and in doing a duty to whom his engagement was lost.

A Deviation.—Where, after the beginning of the voyage, a change in its scope is made so as to bring it outside that originally limited by the agreement made when the seaman signed on, there is a breach of that agreement by the man's employers. He is accordingly then in a position to terminate his service and to sue for the amount of wages he has lost through the breaking of the contract. If the change be made before sailing, however, the man can only refuse to go and recover for work actually done on board.

Abandonment of Voyage.—When a voyage is abandoned for

any cause, or when the seaman is discharged for no fault of his own after engagement, he has a right to sue for his full wages payable under the contract if he had then earned a month's wages. And, in addition, he is entitled to any expenses to which he may be necessarily put. In cases where he may be discharged before he has earned a month's wages he is entitled to sue for any wages earned, and also may have compensation,—which, in regard to its rights for the recovery, stands in the same position as wages,—up to the value of a month's wages.

It sometimes becomes a question as to when the voyage is complete, and when therefore the seamen may rightly leave her. The duty of the men is to remain on board till the ship is safely moored at her final port of discharge.

Volunteering into the Royal Navy.—A seaman may, by Act of Parliament, leave his ship and break his agreement for the purpose of joining the Royal Navy. But it would seem that he ought to give notice of his intention to do so, or he may be at risk of forfeiting his wages. He cannot purge desertion by volunteering. In cases where a man so properly leaves the merchant ship there is a duty, under penalty, laid upon the master to deliver up to the man, on board the King's ship, his clothes and effects, and to hand over either, in cash or by bill, to the officer of the ship on to which the man has volunteered, the balance of wages already earned by the man. But no man need think that he will be able to obtain a little ready money by thus leaving his ship. For he cannot touch any part of it till such time as he would have received it had the original agreement never been broken. Moreover, if the man has still a debit balance in his account with his old ship, not yet having made up his advances received or deductions properly made, the King's officer will settle the account and deduct the amount so paid for him from his future earnings whilst in his Majesty's service.

It may be well for shipmasters to remember that if they are put to any expense in getting substitutes at higher wages than the men who volunteered from their ships, they can, on proper application, obtain a refund of the money from the Admiralty. To obtain this they must first make application to the Registrar of the Admiralty Division of the High Court.

There are certain special characteristics in the wages of seamen. Thus, there is in the seaman's contract an implied condition that he will do his best to save the ship when in peril, and will defend her to the best of his ability in case she be attacked by enemies. Failure to fulfil this duty will render the seaman liable to loss of wages.

The law, which is, as we have seen, so careful to protect him from possible oppression and to bring him home with his wages intact, will not allow him to sell or charge his wages, and any attempt to do so is invalid and of no effect. At the same time, to ensure his doing his utmost for the benefit of his employer, he may not (though the master is exempt from this provision) insure his wages. He cannot make a speculative bargain that he shall lose his wages if the ship be lost, nor can he contract that he shall not have a share of any salvage to which he may become entitled. Nothing in the agreement can divest him of the right, if he be paid off in foreign money, to receive it at the rate current on the day of payment. The law, too, gives him special remedies in regard to the recovery of his wages, and no agreement can deprive him of them.

As to Payment.—A foreign-going ship in a home port must pay off her crew before a superintendent, and a home-trade ship may do so if the master or owners desire it. Before paying off any ship a statement and account of wages, in proper form as approved by the Board of Trade, must, twenty-four hours before payment or discharge, be given in to each man himself when the transaction does not take place before a superintendent; and when before a superintendent, either to the seaman when he leaves the vessel, or to the superintendent, not less than twenty-four hours before discharge or payment off. From the ordinary rules which govern the case of foreign-going ships, vessels which pay their crews wholly by results are exempt.

As to other foreign-going ships, the master must, when the man properly leaves his vessel at the conclusion of his voyage, pay him one-fourth of the balance due to him, or two pounds, whichever is least. Then within two clear days the balance must be settled. Sundays and holidays do not count in the two days, and a reasonable dispute as to the amount is an excuse for non-settlement, as it is the act of the seaman. But if the delay be due to the default of the master or owner, the wages will run on till they are settled.

The paying off of a home-trade ship differs from that of a foreign-trade vessel in that there is no advance when the man leaves the ship. The whole payment is complete at one operation. Such payment must be made within two days of the discharge or of the termination of the agreement, whichever happens first. The man has a right to double pay for any days (up to a maximum of ten) during which payment may be delayed.

The circumstances of home and foreign-trading seamen are such as to make any comment on the reasons for these provisions

unnecessary. The seaman gives the master a release and the superintendent may, on request, also add his signature. Then the document is good as a voucher of payment for the master, whether against a further claim from the seaman or in his settlement of accounts with the shipowner. Superintendents have power to adjudicate upon matters in dispute as to wages up to £5 at the request of one of the parties interested, and up to any amount where both parties assent in writing to his undertaking the duty.

On discharge or payment of wages the master must give each seaman a certificate* of discharge in the form approved by the Board of Trade. Such certificate must specify the time and place of the man's discharge, and the period of his service. This must be signed by the master. In the case of certificated officers who have given in their certificates to him, he must return to them their certificates under a penalty, unless he has reasonable cause for failing to return them.

Seaman's Maritime Lien for Wages.—The seaman has a treble remedy in a suit for wages. He can proceed against the master, or against the ship and her freight, or against the owner personally. Like the master, the seaman has a maritime lien for his wages against the vessel and her outfit and her freight. His lien is a very prior claim upon the proceeds of the ship. A purchaser of the vessel for value takes her subject to any outstanding claims of this nature; so does a mortgagee, or the holder of a bottomry bond, and in a case where a ship was lost and the owner became bankrupt the seamen retained their prior claim against the proceeds of the ship, even when the owner's estate was administered in bankruptcy. The claim of the seaman being enforceable against the master as well as against the ship and the owner, it stands immediately prior to that of the shipmaster when enforced against the ship and her freight.

It is, however, postponed to that of the holder of a bottomry bond given on a voyage subsequent to that on which the wages in question were earned. For there is an old legal maxim that the law assists the diligent only. In a case, therefore, where the seaman neglects to enforce his security as soon as he might have done, he must necessarily give way to those whom he enables by his own dilatoriness to get before him. So, too, it is postponed to the claim of salvors; for their exertions saved the ship, which is the security out of which the men aim at getting their rights. If the salvage work had not been done they would have had nothing to go for.

* See note p. 13 *ante*, and Appendix XII.

The maritime lien on the freight enables the claimants under it to follow it even into the hands of one who takes it by an absolute assignment.

Against the cargo the seaman has no claim, save that his lien on the freight enables him to stop the cargo, where freight is unpaid, if he be enforcing his lien for wages out of freight. But as soon as the freight is paid the cargo must be released. The maritime lien is conferred upon every one on the ship's articles, even upon "idlers," down to the stewardesses. It also extends to the pilot, for he is engaged in the work of navigation. The seaman seems to be in a different position to the master in one respect here. The master can lose his lien by waiving it or by carelessness. The seaman does not. He does not even lose it by choosing to proceed personally against the owner in the first instance.

Where Suits for Wages may be Instituted.—Not only can suits for wages be tried by the Admiralty Court and by County Courts having Admiralty jurisdiction, but there is also a summary jurisdiction conferred upon stipendiary magistrates and justices in petty sessions to adjudicate upon such claims up to the amount of £50. But under this provision proceedings must be instituted within six months of the origin of the cause of complaint, unless the parties, or one of them, has been out of the United Kingdom or, in the case of complaints arising in British possessions, out of the jurisdiction of a Court capable of dealing with the matter. The six months does not run during such absence. Under ordinary circumstances a seaman has no right to take proceedings abroad for wages. He can do so, however, when he is discharged abroad or when he has been the subject of such "ill-usage on the part of the master as would warrant reasonable apprehension of danger to his life if he were to remain on board." In cases where, but for this provision, the conduct of the master would have justified him in suing for his wages before the termination of the agreement, the seaman may, on his return and proof of the facts, obtain compensation beyond the amount of the wages due, up to a limit of £20.

CHAPTER VIII.

THE MASTER'S DUTY IN RESPECT OF THE PASSENGER.

CONTENTS.—General Observations—Baggage—Rights of Passengers—Definition of a "Passenger Ship"—Definition of a "Passenger"—Statute Adult—Steerage Passenger—Cabin Passenger—Space—Messing—Amount of Fare—Form of Ticket—Upper Passenger Deck—Lower Passenger Deck—A Colonial Voyage—An Emigrant Ship—Surveys of Passenger Steamers—Keeping Order amongst Passengers—Surveys of Emigrant Ships—Equipments—Where Passengers may be carried—Exercise Decks—Decks to be kept clear—Construction of Passenger Decks—The Berths—Privies—Hospitals—Light and Air—Provisions, Water and Medical Stores—Dangerous Goods and Cattle—General Strength of Crew—Steerage Steward—Steerage Cooks—Interpreters on Foreign Emigrant Ships—Medical Practitioners—Medical Inspection—Passengers' Lists—Maintenance on Arrival—Wrongful Landing—Subsistence—Abstract of Act—The Master's Bond—Putting back with Damage—Duty of Masters putting back—Obligation to allow Inspection.

WE have seen in our remarks upon the subject of discipline that the passenger, by taking his passage with the master, puts himself under his authority and subjects himself to the necessary discipline of the ship. We have seen too that the master, by accepting the passage-money, undertakes to give the passenger something more than mere ship room. He must afford kind and reasonable treatment. In no relation in which the shipmaster finds himself are there more trying situations than in those between him and the passengers, and it is here that is made the greatest call upon him to keep his temper and to be full of tact and worldly wisdom—the classes of passengers are so varied, including as they do every one, from the highest to the lowest, from princesses of the blood down to criminals flying from justice. The weaknesses of mankind are generally accentuated under strange and unaccustomed conditions, and certain classes of passengers are most unreasonable. They do not realise in the least that in so confined a space as a ship every passenger cannot have a suite of apartments to himself, or that the "captain" is not responsible for the weather encountered at sea. But the more trying and unreasonable the passenger the greater the call for the diplomacy of the master. In passenger-ships of the

enormous size and great speed of to-day, the responsibilities are so heavy that they seem almost too great for one man, and there would appear to be an endeavour to divide them. On board the great liners belonging to British companies on the Atlantic, the commander is being taken more and more apart, confining himself to the bridge and navigation-deck, save when he makes his daily rounds, and joining little in the social life of the ship. The German development seems to be in another direction, for the last great vessels of an important German company carry a navigating officer, who may help to relieve the captain of his, so to speak, "out-of-door duties." How this arrangement will work in practice remains to be seen. I am glad, at all events, that it is the German and not a British line which has chosen this mode of relief, for the legal duties and responsibilities under this dual arrangement would be hard indeed to discuss. In the eye of the British law, the master alone is responsible for the navigation of the ship, and in case of collision in fog, the master haled before a Court of Inquiry for not reducing speed would not save his certificate from suspension by pleading that his navigating officer ought to have slowed the engines.

The master undertakes, in the absence of any special contract as regards the dietary scale, to give the passenger reasonable and sufficient food according to the class by which he travels, and to give him suitable accommodation.

Baggage.—The passenger is allowed a certain quantity of baggage by the contract or, failing any express stipulation in the contract, is entitled to a reasonable amount. As innkeepers on land are protected by special statute against loss of valuables, where proper notices are posted and facilities for storing them are provided, so the steamship owner usually takes care to disclaim responsibility for valuables not given in charge of the purser. And recent cases have shown that such notices and stipulations, if properly brought home to the passenger and incorporated in his contract, will be a good answer to claims for loss.

As regards the baggage of the passenger, it is practically in the same position as its owner. The contract of carriage guarantees that the vessel shall be seaworthy and suitable for its purpose, which, of course, is to carry not only passengers but also the sort of goods which usually are included in personal luggage. But it may be submitted that if a packet of candles were enclosed in a trunk which was not specially marked with a warning, and if this were to be packed in a baggage-room near the boiler-room bulkhead, but not near enough to injure clothes or jewellery (which are the usual contents of trunks), there would be no right

of action for damage in case the candles melted and spoilt the other contents. For candles are not usually packed in passengers' luggage. In regard to the passenger and his effects, there is only liability for actual negligence, though the duty to take due care in such a case as this means caution of a very high degree.

Rights of Passengers.—The passenger has a right to a passage by any ship holding itself out as a passenger-ship provided he tenders the fare and there is room on board, subject to the master's right, in pursuance of his duty to others on board, to refuse any objectionable or dangerous passenger. Amongst these would be included, in home-trade ships, such as were drunk and likely to annoy the other passengers. On foreign-going ships the most likely cause for refusal would be infectious illness or known objectionable habits, or bad character. A master, for example, would not be compellable to take one whom he had reasonable ground to suspect of an intention to seize the ship, or injure her, or any of those on board of her; but, having once accepted a passenger, he must allow him to remain unless he actually does something to warrant his expulsion. The sending him ashore on account of a mere rumour of the likelihood to offend would lay both the master and owner open to an action.

In the case of an attack upon a vessel—which is very unlikely to occur nowadays, save perhaps in the China Seas—the master has a right to command the assistance of the passengers, as well as of the crew, to defend the vessel. He can also command their services for suitable work in the case of disaster by perils of the sea.

He has the same rights to imprison or restrain the passenger as the seaman; that is to say, when the protection of human life and the valuable property entrusted to his charge demand it. He need not wait for the commission of any overt act. All he need do is to act as a reasonable man would be expected to do if he were placed under the circumstances in which the master finds himself.

He may, for example, exclude a passenger from table if he misconduct himself so as to be unfit to associate with his fellow-passengers, and obviously the limit of endurance would be sooner reached if there were ladies on board than if all the passengers were men. But if the excluded one were a saloon passenger the master would hardly be justified, under such circumstances, in making the offender mess with the emigrants or with the crew, for that might be objectionable to them as well as, possibly, a source of complaint on the part of the offender.

It would be more reasonable to let him have his meals in the state-room.

But mere insolence to the master will not justify deprivation of liberty, nor will such conduct as that recently brought into one of the Australian courts ever bring anything but disgrace upon a shipmaster. In the case to which I refer the shipmaster refused to allow a saloon passenger into the saloon because he was a baker. It is hardly necessary to say that, in a semi-public place like a ship, such social distinctions cannot possibly be allowed to weigh, and all passengers of the same class must be treated with the same courtesy and consideration as long as they do nothing to offend.

The rights and liabilities under the contract with the passenger in respect of untrue representations are now unimportant to the shipmaster, as he so seldom has to deal directly in these matters with intending passengers. The contract is usually made at the steamship agent's office. Still it may be well to mention that a fraudulent representation, even if not embodied in the contract, makes it void. Where such representation is in point of fact untrue, though not fraudulent (because not made for purposes of deceit), it gives the passenger the right to break the contract at his option, provided the matter misrepresented be one of material importance. The identity of the ship, for example, is a material circumstance; but, as a general rule, the fact that she did not start on a long voyage on the actual day named is not.

If the vessel be lost before the voyage commence, the passage-money must be refunded. So, too, when passengers are relanded in case of sickness.

For unpaid passage-money the master has a lien on the passenger's baggage or other property on board. But the master cannot touch the clothes he has in actual wear, nor has he any right to detain the man himself. There are a vast and somewhat bewildering mass of statutory enactments as to "passenger" and "emigrant" ships, and perhaps it may be useful, before going into these, to define what is meant by the various terms used in the Act.

Passenger Ship.—A "passenger-ship" is a vessel which carries twelve or more passengers. It may be plying in the home or foreign trade, or on rivers, but as long as it floats and carries the requisite number of passengers to fulfil the definition it is a passenger-ship, unless it be a steam ferry boat working on chains, such as are usually known as steam bridges. A vessel may be a passenger-ship though not registered. The requirements of the law in regard to passenger-ships which ply in

rivers and in the coasting and foreign trades, of course, vary very considerably. Our attention is chiefly directed to the regulations affecting foreign-trade passenger-ships.

A Passenger.—The term “passenger” does not include anyone who is on the ship’s articles, nor does it include the owner or his family and servants.

Statute Adult.—Coming to what are called “emigrant-ships,” we find that the definition hangs upon what constitutes a “statute adult.” This is a person over twelve years of age. As regards children, two between the age of one and twelve years count as one statute adult, and those under one year do not count at all.

Steerage Passenger.—A “steerage passenger” includes every kind of passenger except a cabin passenger. The law takes no note of “intermediate” or “third class” passengers, but groups all together as steerage passengers.

Cabin Passenger.—What constitutes persons “cabin passengers” is the possession of the four following characteristics:

Space.—There must be at least thirty-six superficial feet allotted to their exclusive use for each statute adult carried. This must clearly mean thirty-six feet of superficial deck room on a deck completely closed in, but the Act does not say so.

Messing.—They must mess throughout the voyage with the master or with the first officer.

Amount of Fare.—The fare contracted to be paid by them must be not less than a certain minimum proportion to the length of the voyage. As the voyages of sailing-ships are more extended and as speed must be paid for, the length of all voyages, whether by sailing-ship or steamer, is reckoned, for the purposes of the Act, on the basis of what it would be by sailing-ship, and a table of what the Board of Trade considers the length of various voyages is published. A cabin passenger is one who does not pay less than twenty shillings per week for the ordinary length of the voyage, where the destination is north of the equator, or not less than thirty shillings where he is bound to Southern ports.

Form of Ticket.—They must have been furnished with a duly signed contract ticket in the form prescribed by the Board of Trade.

Upper Passenger Deck.—It is necessary, too, to regard the definitions of what constitutes an “upper passenger deck.” This expression “means and includes the deck immediately beneath the upper deck, or the poop or round-house and deck-house, where the number of passengers, whether cabin or steerage, carried in the poop, round-house, or deck-house,

exceeds one-third of the total number of steerage passengers which the ship can lawfully carry on the deck next below."

The Lower Passenger Deck.—The "lower passenger deck" is the deck next below the one last mentioned, not being an orlop deck.

A Colonial Voyage.—A "Colonial voyage" is one which originates in a British possession abroad except (India or Hong Kong), no matter what the destination may be, provided the length of time reckoned for it is over three days, or the distance beyond four hundred miles.

An Emigrant Ship.—We are now in a position to define the term "emigrant-ship." It may be either a British or foreign ship, but it must be a sea-going vessel. The carrying of mails does not affect its character. If it be a foreign vessel, starting from a port outside the British Islands, but calling at one of our ports, and there taking on board steerage passengers lately resident in this country, it becomes an emigrant-ship within the meaning of the Acts when the total number of steerage passengers on board (including those shipped outside the home port), are such as bring the whole up to the number which would constitute a vessel an emigrant-ship under our law. As a British shipmaster is not likely to have experience of this case, it is useless to pursue the regulations in this direction.

But, as regards emigrant-ships generally, all vessels are within the definition which carry fifty or more steerage passengers. In the case of smaller vessels, sailing-ships become emigrant-ships when they have more than one statute adult to every thirty-three tons of registered tonnage. In the case of steamers they become emigrant-ships when they have more than one statute adult to every twenty tons of registered tonnage.

Surveys of Passenger Steamers.—Every passenger steamer must be surveyed at least once every year, and a proper certificate applicable to the work which she is upon must be procured. In default of the production of such certificate the customs officer will refuse her clearance. The responsibility for having such survey made is upon the owner, and not upon the master. It embraces the examination of hull by a competent shipwright surveyor, and of engines (in case of steamers), by a competent engineer surveyor. Each of these must make declarations as to the way in which certain conditions and requirements as to various matters, including fittings and equipments (especially with regard to life-saving and fire-preventing appliances) are complied with. Upon the transmission of the declaration to the Board of Trade a passenger certificate is issued. Such certifi-

cate defines the limits in which the vessel may ply, and fixes the number of passengers which she is fit to carry. The latter point may be subdivided so as to fix the number allowed in each part of the vessel, and may give alternative numbers to be carried under varying conditions.

Though the owner has the duty laid upon him of having the certificate, the master is responsible with him for seeing that it is properly exhibited on board when obtained; this under penalties. And penalties are also provided for the owner or master, who plies for passengers, or who goes out to sea with passengers, without proper certificates, or with numbers in excess of those allowed by the certificate, and for the owner who does not prevent these infringements of the Act on board his vessel.

Keeping Order amongst Passengers.—There are certain statutory regulations as to the keeping order on board passenger steamers which are given at length in the Appendix IV. They give the master certain powers of apprehension of, and constitute certain penalties for, persons who infringe them on board of passenger steamers for which there is a passenger certificate in force. It may be noted here that this stipulation would not make the regulations apply to vessels which were laid up in dock at the time, or which were coming alongside a landing-stage for the purpose of taking passengers on board, although they were habitually used as passenger vessels, and although the results of wilful obstruction might be serious. At the time that wilful obstruction of the machinery or tackle took place the vessel would have to be a passenger steamer with a certificate; that is, have not less than twelve passengers actually on board. These regulations, it may be briefly said, give masters similar powers to those allowed to railway companies by their bye-laws sanctioned by the Board of Trade, for dealing with drunken or disorderly passengers, or such as persist in boarding the ship or in travelling without paying their proper fare or in obstructing the work of the ship.

The survey of passenger-ships as above detailed is not required in the case of emigrant-ships, as the requirements in their case cover all the ground and go a good deal farther. This is, of course, right and proper; for while cabin passengers can, or ought to be able to, see that things are right for themselves, the emigrants would be much more at the mercy of an unscrupulous shipowner.

Survey of Emigrant-ships.—The emigrant-ship, for which a passenger certificate is not in force, must be surveyed before any portion of her cargo is taken on board, or, if any has had to be taken on board to ballast her, it has to be moved in

accordance with the requirements of the emigration officer superintending the survey, so as in turn to expose every frame of the ship.

The emigration officer superintends the survey, but the owner or charterer pays the expense, and the master, as well as the owner or charterer, is liable for penalties if the requirements of the Act in this regard be not complied with. The survey must be made by two or more surveyors appointed by the Board of Trade where there is an emigration officer, and where there is not, by an officer of customs at the port of clearance. If the surveyors so appointed do not give a certificate of fitness, three other competent surveyors may be called in, at the expense of those interested in the ship, and if they unanimously report her fit she may be allowed to proceed. A satisfactory survey is a condition precedent to permission to clear.

Equipments.—The master is under penalties to see that the emigrant-ship has at least three steering-compasses and an azimuth compass; at least one chronometer in a northern voyage, and at least two if bound south of the equator; such fire-engine, with or without other fire-extinguishing apparatus, as the emigration officer may approve; and three bower anchors and cables to the requirements of the same officer. In the case of foreign ships there are certain small requirements, by no means up to the standard required in this regard of British ships, for the provision of lifebuoys and night signals.

Where Passengers may be Carried.—The law is that no passengers, steerage or cabin, may be carried on more than two decks in the ship; but one cabin passenger is allowed to be berthed on a third deck for every hundred tons register of the ship, and the ship's hospital may be situate in a deck-house or round-house on a deck which is not a passenger deck.

Deck-houses, round-houses, or poops, in or under which steerage passengers are to be carried, must be constructed to the satisfaction of the emigration officer, and in such situations there is a limit of one statute adult to fifteen superficial feet of deck allotted to their use. On the lower passenger deck the space is limited to one statute adult to eighteen superficial feet; this limit may be reduced to one statute adult to twenty-five superficial feet where the 'tween decks is less than seven feet in height (it is never allowed to be less than six feet), or where the apertures for light and air together admitted are less than three square feet to the hundred superficial feet of deck room. And in these apertures side scuttles are not allowed for.

Exercise Decks.—There is a further qualification as to the number of passengers allowed to be carried; for the limit of

numbers carried must not be in excess of those who can have allotted to them exercise room at the rate of five superficial feet for each on the upper deck, or on a properly fenced round-house or poop.

Decks to be kept Clear.—The space occupied by such personal luggage of the emigrants as the emigration officer allows to be carried there, is reckoned in the space allowed them in their covered apartments. But no cargo or provisions, water or stores, or what apparently amounts to emigrants' heavy baggage, may be carried on the passenger decks, unless in the opinion of the emigration officer it is properly stowed and does not impede light and air. The space occupied by it must be deducted from the space by which the number of passengers to be carried is regulated.

Construction of Passenger Decks.—The beams on which the passenger decks are carried must be part of the permanent structure of the ship and of adequate strength, and the passenger deck itself must be at least one and a-half inches thick and securely laid.

The Berths.—The berths must be in not more than two tiers on each deck. There must be not less than two feet six inches between berth and berth and between berth and deck, and the lower berth must be at least six inches clear of the deck beneath. No part of any berth shall be within nine inches of a 'tween deck privy. They must not be less than six feet long, eighteen inches wide, and numerous enough to accommodate all the passengers included in the lists; nor must more than one person occupy each berth, save in the case of husband and wife, or two females, or two children under the age of twelve.

The male steerage passengers over the age of fourteen (excluding those berthed with their wives) must be berthed forward in a place separated from the others by a substantial bulkhead without opening, *or, where the ship is fitted with enclosed berths, in separate rooms.* This last clause is that which enables third-class and intermediate passengers to be berthed in a manner similar to that which prevails amongst saloon passengers in modern steamers.

The regulations as to where passengers may be carried, as to exercise decks, and berths are all enforced by very substantial penalties against owner, charterer, or master.

The next regulation is one for the observance of which the master is alone responsible. Moreover, it is one which is much more likely to be unwittingly infringed than any of those which have been enumerated, for the construction and measurements spoken of have all been checked by the emigration officers, and

are therefore not likely to be found in default. But this is one which has no such saving inspection, and which may even occur out of the jurisdiction.

It is to the effect that the emigrants' berths shall not be taken down till forty-eight hours after arrival at the final port of discharge, unless all the steerage passengers have voluntarily quitted the ship before that time.

Regulations as to Privies.—Here again the master is alone responsible. These also he is forbidden to take down within forty-eight hours of arrival, unless all the emigrants have voluntarily gone ashore before the expiration of that time. A minimum of two privies must be carried in every emigrant-ship. The maximum number enforced is twelve, firmly constructed and properly maintained, and kept serviceable and clean throughout the voyage. The carriage of every hundred steerage passengers makes two extra privies beyond the statutory minimum necessary. Where fifty female steerage passengers are carried, two privies for the exclusive use of women and children must be placed on the upper deck or under the poop. The number of privies on each side of the ship must be equal.

Hospitals.—Steerage passengers must have hospitals for their exclusive use, in the proportion of not less than eighteen superficial feet of hospital accommodation to every fifty steerage passengers carried. The hospital must be properly fitted with bed places, beds, and bedding and utensils to the satisfaction of the emigration officer, and must be kept so fitted throughout the voyage. The same officer must be satisfied with its isolation, and also, apparently, with its sufficiency. Its position must be either in a proper round-house or deck-house, or under the poop or on the upper passenger deck.

Light and Air.—The emigration officer must be satisfied with the provision for light and air in every emigrant-ship, and, where the number of steerage passengers carried amounts to one hundred, there must be an adequate and proper ventilating apparatus to his satisfaction. The use of the whole of each hatchway over their accommodation must be given to the steerage passengers, and over each must be fitted a booby hatch, or other substantial covering, calculated to give the greatest possible amount of light and air, and to afford the maximum of protection against wet. Here, again, the emigration officer must approve of the arrangements made.

Provisions, Water, and Medical Stores.—The master, equally with the owner or charterer of an emigrant-ship, is liable for the due fulfilment of the requirements as to the putting on board the ship the requisite water, provisions, and medical

stores. In such vessels the crew and all other persons on board must be catered for on a basis at least equal in quality to that enjoined for the steerage passengers. The emigration officer has to be satisfied that the requirements of the Act in this regard are fulfilled, and on that account it is not necessary to go so fully into them here.

But the master alone is responsible for the issue of provisions and water during the voyage. Thus it becomes very material to see what the regulations in this regard enjoin.

Water.—The water must be carried in tanks or in casks approved of by the emigration officer. If casks are used, they must not exceed 300 gallons capacity each. The staves must not be made of fir, pine, or soft wood, and they must be charred inside, sweet, and of sufficient strength. The quantity to be allowed for each statute adult is not less than three quarts a day. And in addition to this there must be allowed ten gallons a day for cooking purposes for every hundred statute adults on board. Where the vessel does not start with a sufficient amount of water to cover the whole of the intended voyage, because it is proposed to take in further supplies of water at some intermediate port or ports, the vessel must, before clearance, be shown to have sufficient storage accommodation to carry the regulation amount for the longest stage of the proposed voyage.

Now it may be remembered that the Board of Trade fixes schedules of what I have called "time scales"* for various voyages, and upon these scales the amount of necessaries to be carried in vessels is calculated. But where such intermediate stages are intended, it may very well be that all the divisions of the voyage are not provided for in the Board of Trade schedule. In such cases the emigration officer at the port of clearance must fix in writing the time-standard for such stage. But even if there be no need for him to do that, he must have the proposed arrangements as to calls at intermediate ports, and as to quantities carried on each stage of the voyage, submitted to him, and must give written approval of the course he agrees to. Such written approval becomes a ship's paper, and must be exhibited at intermediate ports and be delivered, when the ship comes to her final port of discharge, to the chief officer of customs, or to the British consular officer, as the case may be.

Further, an engagement to the effect that the ship shall call at such intermediate ports must be inserted in the master's bond.

The Merchant Shipping Act requires provisions and water to be served out, as well during the period of calls at intermediate

* See Appendix V.

ports as during the sea-voyage. The Act recognises the custom of dividing the emigrants into messes,* and requires the allowances of food and water for each emigrant to be served out either to the head man of the mess or to individuals composing it.

There is power reserved to the Board of Trade, in cases where the measures taken for comfort and safety and the allowances of supplies afforded are in excess of the requirements of the Act, to exempt certain vessels from the general provisions of the Act. It is under this power that the Board of Trade has reduced the amount of provisions and water to be carried in twin-screw ships (where the duplication of machinery has reduced the possibility of undue prolongation of the voyage to a very small minimum), to an extent below that fixed by their ordinary schedule of time-scales for the voyages on which such ships may be engaged.

Medical Stores.—The supply of medical stores on board must be such as satisfies the requirements of a medical practitioner, acting under the directions of the emigration officer (who may act himself where a medical practitioner cannot be obtained for the purpose), and must be such as he considers proper for the intended voyage, in quantity, quality, and mode of packing. Where a medical officer is carried in the ship, these stores must be delivered into his charge, to be used at his discretion. The owner or charterer has to provide the stores here, but the master is under penalties that they shall be carried. But, as the certificate of compliance with the requirements of the Act is one of the papers which must be exhibited prior to clearance, the master is not likely to be troubled in the matter beyond the fact that it is necessary for him to see that his papers are in order.

Dangerous Goods and Cattle.—The master, with the owner or charterer of the ship, is liable to a very heavy penalty for breach of the regulations as to the carriage of dangerous goods in emigrant-ships. But these may be set aside by an order of a Secretary of State, when the goods are shipped as military stores. Such order is addressed to the emigration officer.

Dangerous Goods.—Dangerous goods include “explosives within the meaning of the Explosive Substances Act, 1875.” These are defined by that Act to be

(1) Gunpowder, nitro-glycerine, dynamite, gun-cotton, blasting-powder, fulminate of mercury or of other metals, coloured fires, and every other substance, whether similar to those above mentioned or not, used or manufactured with a view to produce an explosion or a pyrotechnic effect;

* See Appendix VI.

(2) And include fog-signals, fireworks, fuses, rockets, percussion caps, detonators, cartridges, ammunition of all descriptions, and any adaptation or preparation of an explosive as above defined.

But besides "explosives," as thus explained, emigrant-ships are not allowed to carry vitriol, lucifer matches, or green hides, or, "either as cargo or ballast, any article, or number of articles which, by reason of the nature, quantity or mode of stowage thereof, are, either singly or collectively, likely to endanger the health or lives of the steerage passengers or the safety of the ship." The decision as to what does or does not fall within the four corners of this provision lies in the hands of the emigration officer.

Cattle.—In an emigrant-ship no pigs or male goats may be carried and no more than six dogs. We may assume that all vessels which are likely to-day to carry emigrants will be built of either iron or steel. But cattle can only be carried in any emigrant-ships under considerable restrictions. They cannot be carried on any deck below the deck on which steerage passengers are carried; they cannot be carried in the same compartment; but it is not forbidden to carry them in an adjoining compartment, where a watertight bulkhead, carried to the upper deck, intervenes. As the cattle must thus be carried on upper decks, they must not be carried in such numbers as not to allow deck space for emigrants' exercise at least at the rate of ten superficial feet for each statute adult. If the ship be under five hundred tons she may not carry more than two head of cattle. For each additional two hundred tons of her register she may carry one additional head of cattle. But a maximum to be carried in any emigrant-ship is fixed at ten head of "large cattle." This expression includes horned cattle, deer, horses and asses. One head of large cattle is counted as equivalent to four head of small cattle, in which latter expression are included sheep of either sex and female goats. The equivalent number of such small cattle may be substituted for some or for all of the large cattle permitted. The arrangements for housing, feeding and keeping clean of the animals, as well as the mode of stowing their provender, are under the inspection and direction of the emigration officer.

General Strength of Crew.—The emigrant-ship must be efficiently manned according to the requirements of the emigration officer, and when he has once passed the crew, its strength may not be diminished, nor its individuals changed, without written consent from him or from a superintendent. If the latter is consulted, the document showing that he has

consented to the change must be lodged with the emigration officer within twenty-four hours. There is an appeal from the emigration officer's decision in regard to the strength of the crew, but this machinery can only be set in motion by the owner or charterer, and need not therefore be mentioned here. But it is well to observe that the penalties for breach of the requirements are enforceable against the master.

Steerage Attendants.—Steerage attendants must be seafaring men; that is to say, that, though they may not take part in the navigation or work of the ship, they must be used to sea life; otherwise they might be useless through sea sickness when most required.

Steerage Steward.—Where there are one hundred steerage passengers, a steerage steward must be carried. His duties are to serve out provisions, superintend the messing, and maintain order, cleanliness, and discipline amongst the emigrants.

Steerage Cooks.—Where there are one hundred steerage passengers there must also be carried a steerage cook, or two such, if there be more than three hundred statute adults. These must be engaged in the duty of cooking for the emigrants, and a place proper for the steerage cooking must be set apart for the work, together with an adequate supply of fuel to the satisfaction, in all these respects, of the emigration officer.

Interpreters on Foreign Emigrant Ships.—In foreign emigrant-ships, where one-half the steerage passengers are British subjects, interpreters must be carried unless the master, and a minimum of three of his officers, speak English. One interpreter, understanding and speaking both English and the language of the master and crew, must be carried if the number of steerage passengers is under two hundred and fifty, and two if the number is in excess of that figure. Such interpreters must have no other duty than to attend on the steerage passengers. The fulfilment of these conditions is a condition precedent to clearance, and a breach of any of them renders the master liable to a fine.

Medical Practitioners.—A medical practitioner must be carried where there are more than fifty steerage passengers, or more than three hundred souls all told, aboard. He must be duly qualified, have proper instruments, be rated on the articles, and be approved by the emigration officer. In ships where the majority, or as many as three hundred, of the steerage passengers are foreigners, the qualification will not be insisted on. There are penalties for unqualified medical practitioners who attempt to undertake this duty, and also for those who aid or abet them in doing so.

Medical Inspection.—We have already seen that the medical stores must be inspected and approved. The same authorities must examine the emigrants and the crew, either on board or on shore. They are entitled to a fee of 20s. for every hundred, or fraction of a hundred, persons examined. A person who, by reason of sickness, is unfit to proceed, or whose condition is such that he is likely to endanger the health or safety of other persons on board, may be prohibited from proceeding or, if embarked, may be ordered to be re-landed by the emigration officer. In such cases his effects and such members of his family as, in the judgment of that official cannot properly be separated from such person, must be re-landed also. The master has a right to summarily remove any person who insists upon going on board or refuses to re-land under such order of the emigration officer. For disinfecting purposes other persons can be ordered to be re-landed also.

If persons so re-landed do not re-embark, and so do not sail in the ship, they are entitled, if emigrants, to the return of the whole, if cabin passengers, to the return of one-half of the passage-money they have paid, on the delivery up of the contract tickets. This money may be recovered summarily; the claimant need not wait to enforce his claim till the sailing of the ship, and he may proceed against either the master, owner, charterer, or the person to whom he paid it, at his option.

Subsistence-money is payable by the master at the rate of eighteenpence a day for each adult steerage passenger so re-landed, either to the person himself or, in case where he is lodged and maintained in a Board of Trade hulk, or other establishment, to the emigration officer, until the time of re-embarkation, or his refusal or neglect to proceed, or till the refunding of his passage-money.

Passenger Lists.—The due fulfilment of the requirements of the Act in regard to the passenger list is a condition precedent to getting clearance, and the omission to fulfil them entails the risk of heavy penalties.

The list is to be made out in the form directed by the Board of Trade. It gives the name of the ship, her tonnage, her master's name, and her destination, the aggregate superficial feet in the several compartments set apart for steerage passengers, and the total number of statute adults (excluding master, crew, and cabin passengers) which the ship may legally carry. It also details in the case of all passengers, cabin as well as steerage, the port of shipment, number of ticket, name, occupation, age, sex, and condition (*i.e.*, whether married or single), nationality (showing English, Scotch, Irish, and

foreigners in separate columns), and the port to which each is bound.

It also gives a summary showing under the heads of nationalities, as above, the number of male and female adults, children and infants, and continuing to summarise them till the total number of statute adults carried is shown.

This list must be made in duplicate, signed by the master and countersigned by the emigration officer. When the master seeks clearance he hands both copies to the customs officer, who retains one and gives the other (or "master's list") to the master again.

If additional passengers of any class are thereafter taken on board, the master must make out a fresh list containing such names, treating them as the original names were treated in the original list, and he must also add the new names and particulars to his own list. Then the supplemental list must be countersigned by the emigration agent and be delivered to the customs officer, who will then sign the supplemental part of the master's list and restore it to him. In the case of ports where there is no customs officer, the lists must be handed to the customs officer at the next port where there is one stationed, and be dealt with by him in the way indicated.

When required.—These lists are required to be made in every ship carrying steerage passengers on a voyage from the British Islands to any port out of Europe, and not in the Mediterranean Sea, or on a colonial voyage.

Maintenance on Arrival.—We have seen that the steerage accommodation must not be interfered with on arrival at the port of final destination, unless all the emigrants have voluntarily left the vessel, till forty-eight hours after arrival there. Unless the ship within that period leaves for the further prosecution of her voyage, the steerage passengers are, during that forty-eight hours, entitled to remain on board and to be maintained on board as during the voyage.

Wrongful Landing.—Where a steerage passenger is landed from a ship, even if not an emigrant-ship, at any port other than that where he contracted to land, the master is liable to a fine of £50 for each offence, unless the passenger has previously consented to the alteration, or the landing is rendered necessary by perils of the sea or other unavoidable accident.

A somewhat involved section of the Merchant Shipping Act is that which gives to the disappointed steerage passenger (or any emigration officer on his behalf) the right to recover summarily the passage-money he has paid, together with a further sum (not exceeding £10) as compensation for loss of his passage

from the master, owner, charterer, or other person with whom a contract of passage has been made, where a breach of such contract has been committed. The provision applies to cases where a contract of passage has been made in respect of such voyages as require passenger lists (*see above*). The steerage passenger, to be entitled to the benefit of the enactment, must have paid his passage-money, if required to do so, and must have been at the place of embarkation before 6 P.M. on the afternoon of the day appointed for embarkation in the contract. The wrong for which this remedy is given is either the not taking him aboard the vessel at all, or, after taking him aboard, the not furnishing him with a passage in the ship to the port whereat he had contracted to land. But the contract is satisfied by obtaining for him, and for the immediate members of his family who are included in the contract, a passage in an equally eligible ship which is to sail within ten days, and by affording them subsistence-money meanwhile.

Subsistence-money.—Subsistence-money is payable when any ship, even if not an emigrant-ship, does not put to sea and proceed on her voyage before three o'clock in the afternoon of the day after that of embarkation. It is due to every steerage passenger entitled to proceed in the ship, or if he be lodged in a hulk or establishment under the Board of Trade, to the emigration officer on his behalf. Its amount is eighteenpence per diem for each statute adult for the first ten days of detention, and thereafter it rises to three shillings per diem. But in cases where the detained passengers are maintained on board it is not payable for the first two days after embarkation, and is not payable at all if the wind, weather, or other cause outside the act or default of the master, owner, charterer, unavoidably detain the ship. The decision on the point is with the emigration officer.

Abstract of Act.—An abstract of the Merchant Shipping Act, and of the Orders in Council under it, is prepared by the Board of Trade, and the master of a foreign-bound passenger-ship is entitled to four copies upon making application to the customs officer at his port of clearance. He must, under penalties, keep copies posted up in conspicuous places in the 'tween decks, where the passengers are carried, and must produce a copy of the passenger part of the Act to a passenger when asked to do so. There are also penalties for those who deface the copies posted up in the ship.

The Master's Bond.—The master of an emigrant-ship, before clearance or proceeding to sea, has, in conjunction with the owner or charterer of the vessel, or, in their absence, a good and sufficient person approved by the chief officer of customs at the

port of clearance, to give a bond to the Crown. This bond must be executed in duplicate and is not liable to stamp duty. In the ordinary course, when the ship is a British ship, the amount of the bond is for £2000; but this is increased to £5000 when neither the owner nor charterer resides in the British Islands. In that case it contains a stipulation beyond that contained in the ordinary bonds, to the effect that the expenses of rescuing, maintaining and forwarding to their destination any steerage passengers carried in the ship, who, by reason of shipwreck or any other cause (except their own neglect or default), are not conveyed to their destination by, or on account of, the master, owner or charterer of the vessel, shall be a Crown debt due to his Majesty.

The ordinary condition of the bond is such as to guarantee the seaworthiness of the vessel, her calling at certain intermediate ports for the shipment of a sufficient supply of water, and the due observance of all the requirements of the Merchant Shipping Act in respect of her and her passengers (except in so far as these apply exclusively to passenger brokers and emigrant runners); that the master shall submit himself to the jurisdiction of certain tribunals in the possessions of his Majesty abroad, which, according to the Act, have jurisdiction for offences committed under it; and that he will pay all fines and forfeitures which, under the Act, he shall be adjudged to pay, as well as all expenses (if any) incurred on account of the ship by any Secretary of State, governor of a colonial possession, or British consular officer.

The bond can only be put in force within three months of the vessel's arrival at a port in a British possession to which she was bound, or within twelve months of the return of the ship and of the master to the British Islands. In the latter case, the master is sued on the original bond; in the former, the duplicate, which has been countersigned by the chief officer of customs and forwarded by him to the colonial governor, is the document upon which the Court will take action, and the defences which the necessity of formal proof of the signature and position of the person so countersigning it, might afford are expressly avoided by the Act.

Certificate of Clearance.—When all these multitudinous requirements have been fulfilled, the master may apply to the emigration officer for a certificate of clearance. Such certificate shows that, as far as they can be complied with before the ship sails, every requirement of the Merchant Shipping Act has been fulfilled, and that the ship, her crew, and her steerage passengers are all fit for the intended voyage, and that the master's bond has been duly executed. The master, owner, or charterer can, at

his own expense, by appeal to the Board of Trade, have two other emigration officers, or any two other competent persons, called in to examine into the matter and report, if the emigration officer refuse his certificate. If these two certify that the ship is fit to proceed their certificate is sufficient. Or the appeal may be made to a Court of Survey. In that case the judge of the Court reports to the Board of Trade, and, if his decision is in favour of the ship, the Board of Trade directs the emigration officer to issue his certificate of clearance. The penalty for emigrant-ships proceeding to sea without the certificate for clearance, or having properly proceeded to sea and put into a British port with damage, and leaving or attempting to leave with steerage passengers on board without having the further certificate for clearance, is forfeiture to the Crown. Such forfeiture may be enforced by any officer of customs in his Majesty's dominions within two years of the commission of the offence, and a vessel so forfeited is treated as if forfeited under the customs laws. The Board of Trade have power, if they think fit, to release a vessel so forfeited on payment of a sum of money not exceeding £2000.

Putting Back with Damage.—The master may not yet be clear of his obligations, for the perils of the sea may cause him to put into a port in the British Islands with damage. In such case he must, within twelve hours, report in writing his arrival, the cause of putting back, the condition of the ship, and of her provisions, water and medical stores, and produce his list of passengers to the emigration officer at the port of refuge.

Duty of Masters Putting Back.—If after clearance a vessel puts back or calls at another port in the British Islands, or is detained at her sailing port for seven days, she must fill up with provisions, water and medical stores at the ship's expense, effectually repair any damage sustained, and obtain a fresh certificate of clearance before she resumes her voyage.

Obligation to allow Inspection.—The master of any vessel fitted to carry, or carrying, steerage passengers on a voyage, such as those for which passenger lists are enjoined, must afford every facility for inspection to emigration officers at all ports in his Majesty's dominions. These officers must also be given opportunity of communicating with the steerage passengers and of ascertaining that the requirements of the Act in respect of passengers and emigrants have been complied with. If the ship be a British ship, the same facilities must be extended to British consular officers in foreign ports.

CHAPTER IX.

MASTER'S FINANCIAL LIABILITIES.

CONTENTS.—On Account of Charterer—On Account of Disbursements—
On Contracts in Excess of his Authority—For Acts of Subordinates.

AFTER the somewhat wearisome recitals of statutory obligations on the master, we now turn to matters connected with cargo and ship, where the principles of the law have some chance of being discussed, and where our work is not merely that of cataloguing a series of arbitrary, if well-intentioned, precautions.

On Account of Charterer.—When we begin to speak of cargo, it is necessary for the master to recollect that he has much work to do (even though he may be paid by the ship-owner) for the charterer. And his position in regard to the charterer is much inferior to that which he has in regard to the owner. For he is able, when dealing for the owner, to take his remedy, if necessary, *in rem*; that is to say, to proceed against the security of the ship herself. But the ship is not the charterer's property, and he is not usually himself the charterer's servant. And thus it is that, unless what he has done is really for the owner's, as distinguished from the charterer's benefit, he is not able to proceed *in rem* for the recovery of what he has done. Thus we see that, though principle sanctions the suing of the ship for necessary disbursements made on owner's account, the master has no such remedy against the ship when he has spent money for the charterer. And, indeed, all through his dealings with the charterer he must ask himself whether the order given, or the indemnity offered, is really a thing which is in the charterer's power. If it be not within such limits it may prove a very dangerous trap for the unsuspecting master.

On Account of Disbursements.—The great importance of this observation is apparent when we remember that the master is in a totally different position to any other *employé* in respect of disbursements for the necessary course of the business of the adventure. The manager of a manufacturing place of business may order goods to be sent to, or repairs to be executed at, the establishment in charge of which he is placed, and it is obvious

that, in a general way, those persons who execute such orders look to his employer for payment, and accordingly do not give credit to the person with whom they have direct dealings. In such a case there is a presumption that credit is given to the employer and not to the employed, though it is, of course, quite possible for the employed, even in this case, to make himself personally liable for the debts contracted by him on account of the business. But in the case of a shipmaster the presumption is the other way. The master has a personal liability for all the contracts he makes for supplies or other necessities ordered by him on the ship's account, or for dues incurred, or for repairs for whose execution he contracts. He must be careful, when he has any reason to doubt the position of the owner for whom he is acting, to make an express agreement with the contractor to give credit to the ship and not to the shipmaster. Creditors, though they have a remedy both against the ship and the master, in the absence of express agreement on the point, cannot proceed against one, and, if they fail, resort to the other. A creditor is, as the law expresses it, put in such cases to his election, and if he proceed against the shipowner and obtain judgment he cannot, when he finds his verdict a barren one, commence afresh against the master. And, in the same way, if he elect to proceed in the first instance against the master, the judgment in such a suit is a bar to later proceedings against the shipowner.

It is possible, of course, that exclusive credit may have been given to one or other of the parties, and, in that case, the other could not be made liable. This is entirely a matter of evidence in each particular case. For example, a ship repairer who had received orders from an owner personally, in the absence of the master, could hardly contend that he gave credit to the *employé*, whom he had not seen, in preference to the employer, who had actually given the order.

On Contracts in Excess of his Authority.—The master must not forget that he can only bind his principals by his action in matters which come within the scope of his authority, express or implied. In the absence of express authority, the implied authority seems to amount to an order to do that which seems reasonably best for the shipowner's interests under any exceptional and unforeseen circumstances in which the master may find himself at a critical period of the adventure. Where there is a possibility of consulting the owners themselves before making his decision in an important matter, and that without running a risk of losing everything by a short delay, the implied authority of the master would seem to warrant him in exercising

far less discretion than it would do where he was constrained to instant action and had no chance of referring to his principals. When a master enters into an agreement presumably on behalf of his principals, and it is afterwards found that he had exceeded his authority in doing so, he is personally liable on the contract. The owner's liability rests on the decision as to whether the master's action in contracting was, or was not, within the scope of his authority.

For Acts of Subordinates.—Not only is the shipmaster liable on what he does himself, but he also has responsibilities for what is done by those under him.

In collision cases the master is liable to third parties and to his owners for damages caused by his own negligence or misconduct.

This may include the want of an efficient crew or of proper appliances for navigation. And in this way a liability for the negligence of his subordinates may be brought home to him personally. The master, too, may be liable for loss caused to the cargo-owner by his own, or the crew's, carelessness or want of skill. He is never liable, however, for the wilful acts of the crew, or indeed of any one else. For though a man may be liable for the negligence of other people with whom he is in certain relationships, he can never be liable for the wrongful acts of others than himself, when such acts are either what the law calls crimes or torts. The latter expression includes all wrongful acts known to the law, short of crimes and offences of a criminal nature, which cannot be included in the term "breach of contract."

CHAPTER X.

THE MASTER'S DUTY IN RESPECT OF CARGO.

CONTENTS.—Duty to Cargo Owner—Notice to Charterer—Receipt—Stowage—Stowage on Deck—Special Statutory Requirements as to Cargo—Dangerous Goods—Grain Cargoes—Definition of Grain—A Ship laden with Grain—On what Voyages the Regulations apply—Notices under the Act—Inspectors—Stevedores—Freight—Lien for Freight—Lien for other Charges—Dead Freight—Demurrage—Extinguishment of Lien—Stoppage *in transitu*—Signing Bills of Lading—Re-delivery of Cargo—In like Order and Condition—Implied Conditions—Barratry—Barratry by Crew—Jettison—Cargo as Fuel—Sale of Cargo by the Master.

Duty to Cargo Owner.—The master's duty in respect of the cargo is a nominally somewhat limited one. He is not, of course, the servant of the cargo-owner; but, at the same time, he is entrusted with the cargo-owner's property for hire, and is thus in a position which demands that he shall act in regard to it as a reasonable and careful man would do for his own goods if they were in similar circumstances.

Notice to Charterer.—The master's duty in the first place is to receive the cargo. Then the master has the duty laid upon him of having it properly stowed. He must take care that the ship is properly ballasted, supplied with sufficient and proper dunnage and fit to receive her cargo, and that she is provided with the proper appliances for taking it on board. As soon as she is ready for the receipt of cargo, due notice must be given to the charterer or to his agent. When the cargo begins to be taken on board the manifest should be begun to be filled in, and an accurate note taken of the numbers, marks, and condition of the various packages, as well as of the names of the shippers and consignees. The master's responsibility for the goods may begin as soon as the packages are placed alongside. The custom of the port of shipment may determine exactly when the liability begins.

Receipt.—As the shipment proceeds, mate's receipts are given for the goods, and when the operation is complete, these receipts must be exchanged for the bill of lading.

The master is responsible for proper stowage, and carelessness, either on his own or on the crew's part, in this work may lay him open to an action for damages by the shippers.

Stowage.—The question of stowage involves knowledge of an extensive range in regard to the qualities and susceptibilities of nearly every commercial article. Considerations of specific gravity have to be given due weight, because the ship must be sent to sea in a seaworthy condition. Considerations of suitability have also to enter into the master's mind, because he must not carry—if his ship is to carry emigrants—certain classes of cargo which are enumerated elsewhere.* The peculiarities of the goods shipped as cargo themselves have also to be considered. Specie, for example, must be packed in a proper room, because the cargo is here peculiarly liable to be stolen. Coffee must not be stowed below hides, because the hides drain and the coffee is ruined. Tea must not be stowed on deck, because it would most certainly be spoiled if it were. Vitriol must not be stowed below, because the custom of the trade allows it to be carried on deck so as to be most easily thrown overboard when there is need to do so. Meat and fruit must be carried in cool chambers, owing to their inherent weakness and perishability. Cattle must not be carried on a deck below emigrants owing to statutory requirements. Grain must be stowed in bags, or with shifting boards for the same reason. Coal must have sufficient ventilation. Candles must not be put too near the boiler-room bulkhead or they may melt. Oily waste and rags must be treated as being peculiarly liable to spontaneous combustion.

Stowage on Deck.—Stowage on deck is presumed to be wrong. It may either increase the risk to the ship and her cargo as a whole, or it may be dangerous to the particular parcels so carried. But the risk to the ship may actually be minimised by carrying certain dangerous substances on deck, whilst the owner may consent to the proceeding, or the custom of the trade may allow certain classes of goods to be so carried. Where there is neither custom nor consent, the loss through excepted perils would not save the shipowner or master from liability to make good the damage which the cargo-owner might suffer.

There are also certain statutory enactments. In emigrant-ships there is the rule that provisions, water or stores, as well as baggage and cargo, shall not be carried on the upper deck unless stowed and secured to the satisfaction of the emigration officer, and carried in such a way as not to interfere with the passengers' light or air. In vessels coming from foreign ports

* See page 72.

to ports in the United Kingdom with wood goods, there is a penalty for the master (and for the owner, if privy to the matter) if any such goods are "carried in any uncovered space on deck, or in any covered space not included in the ship's registered tonnage." Here "wood goods" mean "any square, round, waney, or other timber, pitch pine, mahogany, oak, teak, or other heavy wood goods." But this provision does not apply save to vessels which arrive in the United Kingdom between the last day of October and the 16th of April, nor to vessels which actually do arrive within the dates named, but which would not have done so in the ordinary course, through having on the one hand made an exceptionally bad, or, on the other, an exceptionally good passage. Moreover, a deck load not exceeding a height of three feet of deals, battens, or other light wood goods is allowed. So are spare spars to the number of five. Nor will a master be punished for carrying on deck during the prohibited period wood goods which he has considered it necessary to bring up from below during the voyage through the springing of a leak or through the occurrence, or apprehension, of any other damage. All goods so carried on deck, whether timber or otherwise, are measured, and the space they occupy on the voyage included in the vessel's registered tonnage for the assessment of dues, unless the vessel is employed exclusively in the coasting trade or on inland waters or rivers. The Board of Trade or Custom House officer takes measurements to ascertain the space occupied by these goods, which is "the space limited by the area occupied by the goods, and by straight lines enclosing a rectangular space sufficient to enclose the goods." When the cubical content of such space is ascertained by the officer, he must enter it in the ship's official log-book and also in a memorandum to be given to the master. This memorandum must be produced with the certificate of registry when the dues are demanded.

This question of stowage on deck has its bearing also in regard to the enactments as to *safety at sea*.

Special Statutory Requirements as to Cargo.—And here we find that other matters of a similar kind are dealt with, and must not be lost sight of by the master. Under the head of "Duty towards the Passenger" we have seen that "dangerous goods" may not be carried in emigrant-ships. But that does not exhaust the regulations on the subject. The Merchant Shipping Act forbids any person, except the master or owner, to send dangerous goods in any vessel without marking the packages themselves with the nature of the contents and at the same time giving a written statement of the consignor's name and

address and of the contents of the packages to the master, or owner, at the time of shipment.

Dangerous Goods.—The expression “dangerous goods” here means “aquafortis, vitriol, naphtha, benzine, gunpowder, lucifer matches, nitro-glycerine, petroleum, any explosives within the meaning of the Explosives Act * of 1875, and any other goods which are of a dangerous nature.”

The master has a right to refuse to carry any package which he suspects of containing dangerous goods, and may require it to be opened in order that he may satisfy himself that its contents are not of a dangerous nature.

Where any dangerous goods, or such as the master considers dangerous, are sent on board without being properly marked, the master may throw them, and the packages containing them, overboard. No legal liability will attach to him for doing so.

It will be seen that these provisions are very wide. Recent cases have occurred in which goods, not usually, or at least not previously, considered dangerous have caused great damage to vessels, and in some cases actual loss. The enactment would cover the master in dealing with any of these substances in any way he might think fit for the safety of the ship, even if at the time of the passing of the statute the substance was unknown or considered harmless.

Grain Cargoes.—Grain is considered a dangerous cargo, though not, of course, for the same reasons as those specified under the head of “dangerous goods.” The Act says that “All reasonable and necessary precautions are to be taken in every British ship for the prevention of the shifting of grain.” And certain regulations (set out in Appendix VII.) are enacted for the guidance of those responsible for the loading of “grain-laden” ships.

Definition of Grain.—Grain means “corn, rice, paddy, pulse, seeds, nuts or nut kernels.”

A Ship Laden with a Grain Cargo.—A vessel is considered, for the purposes of the Act, to be a grain-laden ship when she has on board a quantity of grain computed at more than one-third of her registered tonnage. A special method of computation is afforded. Where the cargo is measured by weight, two tons of weight is reckoned to go to one ton of her registered tonnage. Where a measure of capacity is employed, 100 cubic feet of cargo is reckoned to go for one ton of the vessel's registered tonnage.

For the due observance of the regulations affecting grain-

* See page 72.

laden ships the owner, his agent, and the master are each and all liable in heavy penalties.

On what Voyages the Regulations Apply.—The regulations apply to all grain-laden British ships from the Mediterranean or Black Seas, bound to ports west of the Straits of Gibraltar, and also to those sailing from ports in North America.

Notices under the Act.—The master is responsible for the delivery, either before such a vessel leaves her final port of loading, or within forty-eight hours thereafter, to the British consular officer (if the port is a foreign port) or to the chief officer of customs (if the port is in a British possession), of a notice stating the vessel's draught and clear side when her loading was completed, the kind of grain she has shipped, and the amount. Such amount may be expressed either in tons, cubic feet, bushels, or quarters. It must also state how the grain is stowed, and the precautions taken against its shifting.

With all ships, whether in cargo or in ballast, the master has to make a declaration in due form as to what he has on board to the customs within twenty-four hours of arrival at a port in the United Kingdom. When the cargo is grain, he must, in addition to this, give the customs officer a similar notice to the one which he delivered to the officer at the loading port.

Inspectors.—The Board of Trade has power to appoint inspectors for the purpose of seeing that the provisions of the Act are carried out, and such inspectors must be given information and facilities for inspection and for seeing if the requirements of the Act have been observed.

There is a statutory penalty for carrying cargo in the engine room.

Stevedores.—When the crew are not employed in loading, stevedores are appointed. The stevedore's men are in no case the servants of the shipowner. The master stevedore may be either employed by the shipowner, or by the charterer, or by the shipper, and though he may be appointed by one other than the shipowner, it may be agreed that he is to work under the control of the master, if such stipulation be made; or if the charterer, where he has the power to do so, does not exercise his option, the master is responsible for the loading of the ship. The rule as laid down by the Court of Common Pleas was that "the master is not liable for acts of the stevedore not done in pursuance of the master's orders. For the master is not liable unless in case of a contract made by him, or of some act done by him or the crew for which he is responsible." But where a ship is chartered and no intimation that she has been so

chartered is given out, the shipper whose goods are injured by the improper stowage of the stevedore may look to the master and shipowner for damages. For the ship is responsible for the loading, in the absence of notice that she is under charter.

To sum up, the ship is *prima facie* liable for bad stowage where the cargo-owner's stevedore did not do the work. But the shipper's knowledge that the ship was under charter and being loaded by the charterer's stevedore will make him look to the charterer. The shipper may lose his right to compensation from assent to the mode of stowage, or by the fact that the master and shipowner did not, and could not reasonably have been expected to, know the inherent weaknesses in itself which led to the damage sustained by the cargo. The master has a duty to see that the ship is not overloaded, that there is room for her necessary tackle and provisions, and that the revenue laws are not infringed. This latter duty is important, as breach of these laws—as well by members of the crew as by the master—may lead to forfeiture of the ship. If the master takes dangerous goods without being led to do so by misdescription on the part of the shipper, so that there is no warranty on the part of the shipper that the goods are fit for shipment, they are then taken at ship's risk, as far as damage to goods other than themselves is concerned. But the Merchant Shipping Act now enacts penalties for those who hand in dangerous goods for shipment without notice, and it enables the master to refuse to accept packages which he suspects, or, if he has already accepted them, to throw them overboard. Very heavy penalties are provided for persons who ship such dangerous goods without proper marking and written notice of their contents. Those who send such goods under a false description are liable to still heavier penalties.

Freight.—The general rule as to the earning of freight is that it is payable when the goods are at the port of discharge ready for delivery. This readiness for delivery is one of the essentials to the right to receive freight. But the rule has certain exceptions. For example, where a state of war has occurred and the port named in the bill of lading is closed by a belligerent power. Here the freight would be earned when the goods were ready for delivery at the nearest open port. And this though in the ordinary course an owner who was forced to take delivery at an intermediate port would not be compellable to pay any freight. Where goods are lost or damaged during the voyage the rule is that freight is payable in respect of goods which arrive, even if damaged; but not in

respect of a consignment, or part of a consignment, which is wholly lost. But if only part of it be lost, the freight for the part delivered is still payable. If it be impossible to deliver the goods at the port from some regulation which prohibits the landing of goods of the class of which the consignment consists, the freight is still earned, and the master has to do the best he can for the cargo-owner. If that involve the carriage of the goods on the return voyage that will entitle the ship to the homeward, as well as to the outward, freight.

Freight cannot be recovered for the carriage of goods on an illegal voyage.

In the case of live animals, in the absence of express stipulation, there is no freight payable on such as die at sea and are thrown overboard. But if the animals are landed, though dead or injured by causes outside the control of the master and crew, the right to full freight accrues. Sometimes part, or the whole, of the money payable for the carriage of the goods passes before the commencement of the voyage. This case we need not discuss, as it has no bearing on the master's position, save to say that in such cases he will, of course, have notice of the fact in the documents and give credit accordingly.

Where a defined sum per ton is payable for the ship's capacity, freight is payable on the whole, though the ship be not filled by the charterer. But where an entire ship is reserved and a rate per ton or per package for goods loaded agreed upon, the freight is payable only on the number carried, such numbers are reckoned usually at the port of discharge, unless "intake measurement" is specifically mentioned.

When under time charter, the charter-money is payable till the date of the ship's delivery to her owners. And the fact that she was under repair at the owners' expense part of the time will not disentitle them to payment for that period, if she were in good condition when the charter began, and if there was no waste of time over the operation. No deduction can be made from freight on account of damage to the goods, or of short delivery. The consignee may bring an action or counterclaim in respect of such matters, but their alleged occurrence does not free him from the obligation to pay freight.

Lien for Freight.—It is important for the master to have some general knowledge of the matters affecting the amount of freight payable in certain cases, and of the circumstances which disentitle him to demand any at all, because in his hands the law has placed a lien for freight. This lien is somewhat different from the maritime lien, which we have already discussed. It more resembles the liens which we meet with on land in the

case of innkeepers, carriers, and persons who have done work upon materials, for in the case of the maritime lien there was no necessity for any physical possession, by the persons claiming under it, of the thing against which the claim was made. It is otherwise here. The master has possession of the cargo for the purpose of carrying it. His lien for freight allows him to retain that possession until his freight is paid. This right is one which springs from the common law, and does not in any way arise from the contractual rights given him under the charter-party or bill of lading. But stipulations such as the following, "that the freight shall not become payable till after the delivery of the cargo," will destroy the right to the lien. For possession must here be parted with before the freight can become due, and when possession is lost the lien is gone. There would, of course, be no lien for freight in a case where the contract of carriage has not been properly fulfilled, as where the vessel has not yet brought the goods to the port of destination named in the bill of lading. Again, supposing that in some way the shipowner has a claim for money due from the shipper not directly for the carriage of or charges upon the goods in hand, that does not entitle the master to exercise his lien upon them, for he might by doing so be prejudicing the rights of some third party to whom the goods were transferred. And not only can the lien only be exercised for the carriage of the particular goods, but it can only be exercised for the benefit of the ship. The consignor cannot insist upon its exercise for his benefit.

The master need not retain the whole parcel in order to maintain his lien. But he can only retain the whole, or a part of a parcel, for the freight in respect of the payments due upon that particular parcel and others carried in the same ship on the same voyage from the same shippers and for the same consignees.

He cannot enforce the lien if foreign correspondents of his owners are entrusted with the duty of collecting the freight. And it is undecided whether, when the goods are transhipped, he can, at the same time, transfer to those who take them on, the lien for freight which he would have had, had he himself been able to take on the goods to their destination.

Lien for other Charges.—His lien extends to more than mere freight, namely, to necessary charges incurred by him for the benefit of the cargo; that is to say, either for charges incurred for the preservation of the goods themselves, when accident befalls them, or for average charges when sacrifices have been made, or for charges properly incurred for the pre-

servation of the whole adventure. In the latter case the goods must pay their share of the expense, and the master has a lien upon them for it.

There is thus a lien enforceable for average contributions and for salvage payments. But there is none for pilotage, or for port charges, or for wharfage, or for damages for breach of the covenants in the charterparty, or for demurrage. But where the custom of the trade shows a special lien, such may be enforced, provided the parties were aware of the usage.

But the parties' rights as to lien can be limited or extended as convenient, by the wording of the contract. Thus it is often arranged that there shall be a lien for "dead freight" and for demurrage."

Dead Freight.—It is difficult to give an exact definition of what constitutes "dead freight." Roughly speaking, it is the freight payable in respect of the quantity of cargo *which has not been shipped*, in cases where it has been arranged to ship a full cargo. Where the charterparty has so fixed the amount to be paid for short loading that it shall be ascertainable by calculation, then there may be a lien for it. But where the terms of the charterparty are such that the amount payable for dead freight must be what lawyers call "unliquidated damages," there is no lien for it. This explanation unfortunately lands us in another definition, for we must get to understand what "liquidated" and "unliquidated" damages mean. In a contract it sometimes happens that the parties fix a sum of money and say that where a breach of the contract occurs such and such a sum shall be paid *not as a penalty but as liquidated damages*. That is to say, the parties to the contract, who, when making the agreement, have the best reasons for knowing what loss a breach of its provisions will entail, agree that the damages arising from its breach will be best met by such and such a sum to make good the loss sustained. But it generally happens that contracts do not contain any provision as to what shall be payable if their provisions be broken. In such cases the law courts are usually appealed to and a jury asked to assess the amount of damages which will compensate for the breach. Now the damages, that have not yet been so awarded, but which it is presumed will be given, are spoken of as "unliquidated damages."

To apply what we have said to the case of dead freight, where a full and complete cargo has been promised, and it is known that such a cargo has not been shipped, it is obvious that the shipowner has suffered a wrong at the hands of the shipper.

It is obvious, too, that the shipowner is entitled to some money compensation for this wrong, but the contract is silent

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as to what amount of money he is to have, and there are no figures available from which an idea may be accurately arrived at. A jury will have to be called upon to decide the amount. It is clear that, for so uncertain an amount as this, it is impossible for a lien to be exercised, for the shipmaster would have no data to guide him in fixing the quantity of cargo which he should retain to cover the amount of the charges. And so it comes that it has been said that where the dead freight is unliquidated damages there is no lien for it.*

Demurrage.—Demurrage, again, is a troublesome matter to define. It has a very elastic meaning according to the context in which it is employed. Strictly speaking, demurrage is a fixed sum of money payable at the rate of so much a day, or so much an hour, for detention of the ship for a certain number of days beyond her lay days. It is sometimes, on the other hand, where no rate has been fixed, an unliquidated sum which is given as damages for the undue detention of the vessel.

There is a great deal of difficulty in stating in a work of this kind, shortly and concisely and in a comprehensive form, the law as to lien for demurrage, as the matter is complicated by the fact that demurrage can be incurred either at the port of loading or at that of discharge. The probability is that the master will be advised, before he is called upon to discharge his cargo, as to what rights have accrued to him in respect of the loading.

In any case he ought, if possible, to take advice before he exercises his lien, as the consequences of wrongfully refusing to deliver up cargo may be very serious. Where no advice is to be obtained, and there is a stipulation in the contract that demurrage shall be payable at such and such a rate, he will not go far wrong in exercising it; but where the demurrage claimed is of the wider character, he must proceed with the greatest caution.

So, too, in the cases where the contract of affreightment gives a lien for unliquidated damages, as it must there be very difficult to ascertain the amount which may really be due.

Extinguishment of Lien.—The lien is extinguished, of course, by payment, or by the giving up of the possession of the goods. Such possession, however, is not lost when the goods are deposited in a warehouse under the exclusive control of the master or ship-

* I have endeavoured to explain this matter by assuming that "dead freight" might still be "dead freight," though it were unliquidated. High authorities seem to think that such damages cannot be strictly called "dead freight." I do not think this is the place to review these authorities and try to arrive at a reconciliation. It would be enough for our purpose if some guide, as to when his lien is or is not enforceable, is given to the shipmaster.

owner, or in any warehouse where they are held by the order of the master till the charges due shall be paid. For such action makes the warehouse-owner the agent of the lienholder, and so does not displace the master's possession.

Landing in obedience to Government regulations at certain docks or wharves, again, does not bar the right to lien, even though notice to the effect that the goods are to be held till the charges are paid, has not been given.

Payment may be made in other ways than by the acceptance of cash. It may be by bill. The negotiation of such an instrument is evidence that it was accepted as payment and that the right to lien was given up.

It may be that the ship is chartered on time charter, and that the master is the servant, not of the shipowner, but of the charterer. In such cases, where it is quite clear that the shipowner has given up possession of the ship to the charterer, the latter stands, as far as the cargo rights are concerned, practically in the shoes of an owner, and has all the rights of lien which an owner would have, and the master can then exercise them on his behalf.

The master has such a special property in his ship as to entitle him to sue in his own name in respect of freight due to her. He may do so on the contract to pay, even though he have parted with his lien. And he may also sue for demurrage. But in these cases he will most certainly be in a position to take legal advice, and it is therefore needless to go into these matters.

Signing Bills of Lading.—The master has certainly no right, in spite of all that has been said to the contrary, to sign bills of lading before the goods are *to his knowledge* in the ship. He gives a bill of lading against mate's receipts for the goods. And it is perfectly obvious that this is so. He is dealing, in regard to the cargo, as the servant of the shipowner, not of the shipper. And the bill of lading affects other people beside even those two. It is a negotiable instrument, and may pass through the hands of bankers and others after leaving the hands of the consignee. The consignee, and those who take it from him, accept the bill of lading as a valuable document because they are led to believe that the shipmaster, an independent person of responsible position, has asserted that the goods named in the document have been received aboard his ship. If he sign the bill before the goods are on board, and they in fact never are shipped, he gives an opportunity to a dishonest shipper to trade on the master's credit with fictitious documents. No trade custom will excuse that.

If any analogy were needed to emphasise this proposition, I might instance the case where a shipper, having delivered goods for shipment, demanded to have them back. It was held that his right to do so was gone, because he had transmitted one of the bills of lading to the consignee at the port of discharge. He had, in fact, created a negotiable instrument and parted with it, and re-delivering the goods to him would not put things in their original position.

Stoppage in transitu.—The consignor, however, may have a right in certain cases to what is called stoppage *in transitu*; that is to say, if the consignor or seller of the goods be owed money in respect of them by the consignee, and, before the goods are out of the shipmaster's control, it comes to light that the consignee is insolvent or bankrupt, the unpaid vendor or consignor has the right to stop delivery of them. This right is founded on the fact that the shipmaster and shipowner are, for the purpose of the carriage of the goods, the agents of the sender. Whilst, therefore, the things comprised in the bill of lading are still in the agent's control, there is still no parting with their possession in law on the part of the consignor, though it may be that he has entered into such agreements that, in the absence of something unforeseen (such as the insolvency of the consignee), the machinery he has set in motion will not let him touch them again. That being so, the duty that is laid upon the master, in the interests of third parties, does not justify him in insisting upon delivery of the goods to the consignee to the prejudice of the consignor, when the latter has, in sufficient time, given notice that he intends to exercise his right of stoppage *in transitu*, and has told the master to withhold delivery.

It will be seen that the master's action in withholding delivery under these circumstances can prejudice nobody, for the consignor, whose orders he obeys, must see him harmless from the results of the stoppage, if there turns out to have been, in fact, no right to stop. The consignee and claimants through him are not prejudiced, because the goods are only stopped (not re-delivered to the consignor), till their respective rights are settled, and if the consignor had in fact no right to order the stoppage a remedy will be available against him in damages. Thus if, before the master stopped the goods, the consignee had endorsed the bill of lading over to some third person for a valuable consideration (that is to say, money or money's worth), the consignor's right to stop would be defeated, and the consignee's endorsee could claim delivery all the same. But that would not affect the master, for he would surrender the goods when proof of the existing state of things was made clear, and the con-

signor's authority would cover what he had already done. Stoppage by the master is no longer possible when he has once given up possession.

If proper notice to retain the goods be given in proper time, and the master fail to exercise it, he lays himself and his owner open to an action in damages by the consignor.

Signing Bills of Lading.—In signing the bills of lading the master must be careful as to the identity of and character in which the person in whose favour he signs appears, for there was a case some years ago in which a master, who knew that his ship was to be loaded for the charterers, signed some bills of lading in favour of the charterer's agent, not specifying him in his capacity of such, but as for a private individual. Here the master was obviously in the wrong, for his doing so opened the door to the possible commission of fraud, and deprived those who were concerned in the carriage and purchase of the cargo of a safeguard to which they had reasonably looked.

Re-delivery of Cargo.—If, however, the voyage had not commenced when the consignor gave notice of his desire to stop the goods, and sought re-delivery to himself then and there, the master would not be bound to re-deliver them without more ado, for he had acquired a right under the contract of affreightment to earn the freight by carrying the goods, and the ship's right in respect of that would have to be regarded and arranged for.

So, too, when there is no question of stoppage *in transitu* at all, and no danger of the rights of third persons being prejudiced by the change of mind of the shipper, the master, having once received the goods, has a right to earn the freight in respect of them and the shipper cannot have them back by simply demanding them before the ship sails. The hardship of allowing him to do so is sufficiently obvious, for they might be stowed at the bottom of the hold, and their re-delivery might involve great trouble and expense and even the delay of the ship. This, in a general ship, might be a serious matter indeed. The master in such a case has a right to demand an indemnity against any possible claim by holders of the bills of lading, as well as the freight to which he would have become entitled by carrying the goods to their destination, and any reasonable expense of getting them out. Where it would be obviously impossible to re-deliver them without delaying the ship, the shipper would have either to undertake to pay the demurrage or, in most cases, would be better advised probably to let the ship go and to pay the freight out and home.

Mate's Receipt.—For his own protection the master must be careful to receive the mate's receipts for the cargo shipped

in exchange for the bill of lading. If he part with the bill without getting the receipt against it he may find himself in a considerable difficulty. Where no receipts are given he must, for similar reasons, take care that the shipper duly receives the bill of lading.

Bill of Lading.—The bill of lading is an acknowledgment by the master of the receipt by him of the goods named in it. It must be stamped with a sixpenny stamp, and that cannot be done after the bill has been executed. The master's duty under the bill is to deliver the goods to which it refers to the persons specified in it at the place and under the conditions therein set out. The bills are usually made out in sets of three, and one of them is kept by the master for his own reference. He can only deliver the cargo against the presentation of one of these bills, all conditions referred to in them having been performed.

The bill of lading being a formal document, signed by the master himself, he cannot, after signature, say that it is inaccurate in its particulars. He is bound by that to which he has set his hand. It is, therefore, highly incumbent upon him to know that the statements as to weight, number, measure, and condition therein contained are accurate. And he must insist that any words which he knows to be untrue are struck out. He must also view with suspicion any request after signature of a bill, or bills, made to him to sign further bills or sets of bills. Having once signed, whether singly or in duplicate, his power of signing is terminated, and he may lay himself open to legal proceedings if the bills he signs subsequently are converted to improper purposes. In signing his bills of lading he must be careful to see that he does* not sign clean bills when in fact the goods are not in a satisfactory condition. He had better not take them at all than sign under such circumstances. Where there is any external sign of damage he should be careful to note it. If due care be given to the execution of the duty of seeing that the bill is accurate before signature, and that all the conditions named in it are fulfilled before delivery of the cargo to the consignee, the master will have little concern with the large body of case law which deals with the subject.

But there is one thing that he should remember here. It is

* The practice of signing clean bills of lading against an indemnity given by the shipper came out in evidence in the case of *Dartois v. Lindner* tried in June 1902. The judge who heard the case commented very strongly upon the impropriety of the alleged custom, which, however, seems very prevalent, at least in some trades. There is still a good deal of discussion regarding the rights and wrongs of the practice.

this, that though he may have a lien for demurrage expressly provided by his charterparty, and a right to sue the consignee for freight under the general law, he has no right, in cases where the form of the bill of lading gives the consignee the right to delivery on "paying for the goods as per charterparty," to exercise his lien, or to sue the consignee, for *demurrage at the port of loading*. For that the consignor must be looked to.

In like Order and Condition.—The master by the bill of lading usually undertakes to deliver the goods in like order and condition as he received them. But he does not guarantee that the goods shall turn out as they were shipped. For the exceptions in the contract of affreightment protect him from being an absolute insurer, and the goods may deteriorate from what is called "their own inherent vice." A definition of what this expression means is best afforded by an illustration or two. In the case of a shipment of grain, where the cargo turns out heated and spoiled, there may be several causes for the trouble. There may have been defective ventilation, which is a matter for which the ship is responsible, unless exceptional weather has rendered proper appliances ineffective. There may have been wetting. That might arise either from improperly secured openings, for which again the ship would be liable; or from exceptionally heavy weather, for which there would be no liability in a sound and properly managed ship. Again, it might arise from improper stowage—where a ship was constructed in an unusual way so as to have exceptional heat in that part of the hold which adjoined the boiler-room bulkhead; or it might arise from the condition in which the grain was when it came to the ship-master's hand. If it came damp or green, and in an improper condition, and if the deterioration arose from that, it would be said that the cargo was damaged by its inherent vice, and the ship-master and owner would be free from liability. That is one class of case, the inherent vice of inanimate objects. The other is the inherent vice of living creatures. Where the cattle on board a cattle-ship die or where a racehorse, properly tended and placed in a proper stall, breaks its neck, or kicks so that it injures itself, that again is a deterioration by its inherent vice. The master's duty at sea to the cargo is only to keep it with such reasonable precautions as its own nature, and the nature of the sea transit through which it is passing, mutually allow and require. Reasonable care must in all cases be taken, and the weaknesses of the particular class of goods carried must be studied. Coal, for example, needs exceptional ventilation, and living animals must be fed. But a large animal which

needs much exercise must do the best it can without that, because the nature of the ship is such that it cannot be exercised under any circumstances.

Implied Conditions.—There are certain implied conditions in the contract between the shipowner, or master, and the owner of the cargo. These are the already mentioned guarantee of seaworthiness, the guarantee that she shall be employed, navigated and conducted as well in observance of the laws of her own flag as of the law of nations. Thus she must not be sent on an illegal voyage. She must have also all necessary documents and papers and she must do nothing which is likely to lead to the confiscation of the cargo-owner's property or the vitiation of his policies of insurance.

Deviations.—The master must also adhere to the contracted voyage unless the absolute necessity of the case requires him to make a deviation. For the underwriters are not answerable for loss where there is a voluntary departure from the usual course of the voyage, even if such loss occur after the vessel has returned to her proper route. The questions of extra risk or of the deviations being trifling ones are not regarded at all. Let there be a wilful deviation proved, and that is enough. But something of the kind must have actually taken place to free the underwriters; a mere order that the ship is to make a deviation is not enough if she were lost before it actually occurred.

Liberty to touch and stay at any port or place admits of the taking in and discharge of cargo provided the vessel be not thereby delayed and the risk be not altered.

Ports of call or of discharge must be taken in the exact order in which they are named, though this rule may be qualified by the proof of a trade custom.

Where there is *liberty to call at all ports and places on the voyage*, strict geographical sequence must be observed.

Where the words *in any order* are added, even then the ship must call for some purpose connected with the voyage, and she must put into them in geographical order in course of the voyage, and the ports must be such ports as are substantially upon the voyage.

The burden of proof in regard to alleged deviations lies on those who assert that such have been committed, and it is well to remember that great weight is given in these cases to reasonable and accepted trade usages.

Although evidence of the general custom of the trade is always admissible, verbal evidence, as to the knowledge on the part of those who complain of the deviation that such deviation was intended, is not allowed to be heard on account of the rule

that the intention of a written document cannot be altered by oral qualifications and explanations.

Unreasonable delay in the inception or during the course of the voyage amounts to a deviation.

The making of a deviation, being a breach of the terms of the charterparty and vitiating the cargo-owner's policies of insurance, lays the master and owner open to actions for damages sustained by what has been done. The master would also be personally liable to the holder of a bottomry bond if the ship were lost on a deviated voyage. But involuntary changes of course, or such as are affected by compulsion or necessity, are not deviations. For example, when the vessel goes out of her course to escape an enemy or through stress of weather or by threats of violence. Mere change of berth in a harbour does not amount to a deviation. Nor does the going to a port off the course of the direct voyage to repair injuries which cannot be made good at any port on the usual course. As it is for the benefit of all connected with the sea that help should be rendered to a distressed ship, the rendering assistance for life salvage is not a deviation. But the departure from the proper course must be no greater than the necessity of the case absolutely requires, and the vessel must, at the earliest possible moment, get back on her direct course again. This can be done by going on to one of the ports to be visited in the further prosecution of her voyage. She need not go back to a port from which she was driven nor need she go round two sides of a triangle at sea to get on the direct line of route.

A change of voyage is sometimes very difficult to distinguish from a deviation. But it is a more deliberate matter, and is one which concerns the owner more especially, as it must generally be arranged for at the port of outfit, and we need not therefore go into it here.

Barratry.—One of the master's duties is that of not committing barratry. The expression is one commonly used in policies of insurance, and has been defined by Lord Ellenborough. He said: "A fraudulent breach of duty by the master in respect of his owners; or, in other words, a breach of duty in respect of his owners, with a criminal intent or *ex malificio*, is barratry." But others than the master can commit the offence, and it may be committed against others besides the shipowners.

It is obvious that, in taking the onerous and responsible position of shipmaster, there is an implied undertaking that the man who accepts the position will act honestly and reasonably according to his lights. Further, that if he does not do so,

there is personal responsibility in him towards those who have suffered by his wrongful act, to make good, as far as may be, the loss they have sustained; and in cases where the acts done amount to criminal offences, the person transgressing will be liable to punishment. It is also to be borne in mind that, though one man may be responsible for the acts or omissions of another in so far as there may be a breach of contract or a failure to do, or an excess in doing, that which falls within the ordinary scope of a servant's or an agent's duty, no man is responsible for what another man does criminally.

Barratry is not a peril of the sea, and a master who is also sole owner cannot commit it, because in that case he has no owners or co-owners, and a man cannot commit this offence against himself.

Smuggling is barratry; so is trading with the enemy, or the avoidance of payment of dues. There must be a wrongful intent to constitute the offence. Mere error of judgment, however gross, will not amount to barratry. It may be that the offence committed by the master, though done with a wrongful intent against others, was really intended to benefit those with whom he was concerned in the venture, whether as shipowners or as cargo-owners. But that does not prevent its being barratry. The wrongful intent is there, and that is sufficient.

Barratry can also be committed by the shipowner where he does, or connives at, something with wrongful intent to the prejudice of the charterer, who has for the time being the sole control of the ship.

The casting away a ship, or the attempt to do so, whether by act on board the vessel herself, or by the exhibition of false lights from the shore, or from another ship, is barratry. So is the plundering or destruction of the cargo, whether on board the ship or when wrecked.

Barratry by the Crew.—A recent case has reminded us that, though the owner may not be responsible for barratry committed by the master or mariners, there is a distinct duty in the master to take every needful precaution against the possibility of the commission of barratry by others. If proper care be not taken to avoid the possibility of a dishonest member of the crew taking advantage of his position, such breach of duty on the part of the ship's officer may render the ship liable, not for barratry, it is true, but for negligence, and in the result the effect is the same.

When the voyage commences, the master, having received the cargo-owner's goods as a bailee for hire, is placed in a position of trust in regard to them, and he has to study and arrange for

the interests of the cargo-owner as well as for those of the passengers, crew, and shipowners. When difficulties arise and accidents happen we have seen that he can make use even of the services of the passengers. In the same way he must do the best he can with the whole adventure by the sacrifice, if necessary, of the property of some of those who have trusted him with their possessions.

Jettison.—This can only be done in case of necessity. Necessity will excuse him in throwing overboard either the tackle of the ship, including her spars, or in jettisoning the cargo or part of it. It would, of course, be a very extreme case which would justify the complete jettison of cargo. He may not throw over a single pound more than he, as a reasonable man, considers vitally requisite.

Cargo as Fuel.—In the same way, in the case of steamships, the guarantee of seaworthiness makes it necessary to carry an adequate supply of coal for the contemplated voyage or stage to the next coaling port. But it may be that breakdowns or heavy weather delay the ship and the supply of coal becomes exhausted. In such a case the master would be justified in burning wooden fittings of the ship or in taking out part of his cargo to use as fuel for the purpose of reaching a port of refuge. But in that case he would be bound to make for the nearest safe port and would not be absolved if he went on to a more distant port on the supplies drawn from so expensive a source, and from one which only the dire necessity of the case gave him any right to tap.

When such sacrifices as these have been made for the benefit of the whole adventure, all the interests concerned must contribute to the recompense of those whose goods were sacrificed.

For the benefit of all the sacrifice was made. There was no time or opportunity to take an equal value from each interest, and so all contribute towards the settlement of the average loss. The expense of putting back through accident or stress of weather is also the subject of average contribution. But absolute necessity is the sole excuse and justification for the jettisoning of cargo. Mere convenience will never justify it.

Sale of the Cargo by the Master.—The master has a right to sell the cargo under certain circumstances. This is done for the sake of the cargo-owner. It is done against the interest of the shipowner, as it causes a loss of freight. It can be, therefore, only done in extreme cases. The master's justification for such action requires proof of two facts: first, that he was not in a position to communicate with the owner of the cargo so as to get his instructions and sanction as to the measures proposed

to be taken in respect of his property ; secondly, he must show that the sale was an absolute necessity. If he fail to establish these two points, he may be sued by the owner of the cargo for wrongful conversion of the property entrusted to him.

Such absolute necessity to sell may be seen in the case of cargo brought into a port of refuge, where the master cannot proceed for need of repairs to his ship and cannot get transshipment,* or thinks it inadvisable to do so. He is not absolutely obliged even to attempt to get another bottom to take forward the cargo. He may not have the means to charter it, or he may not think it worth while to do so. Again, in the case of perishable cargoes, he may find that, though the ship is able to proceed, the cargo is damaged, and that that damage is of a nature which will be aggravated by want of immediate attention. Take the case of sea-damage to a grain cargo. Here there are two courses open to him : he cannot let the damage be seriously aggravated for the want of some slight attention ; he may land the cargo and have it dried. If it is then fit to proceed he may detain the ship for it and so earn his freight, or he may save the detention of the ship by providing another vessel to take the stuff forward when ready, and thus, by incurring a certain expense, earn the freight and clear for his owners the amount by which the whole freight payable exceeds the cost of hiring another conveyance for the remaining part of the journey. Here is a matter in which the circumstances of every case must be the sole guide to the master in his action. The factors upon which his calculation must be based are necessarily the extent to which the cargo needs instant attention, the proportion of the voyage yet remaining to be performed, the ease with which tonnage can be procured, as well as the detention which his ship would suffer in waiting for the cargo to be ready for reshipment. He has to remember that here he has duties to the shipowner, whose servant he is, but that at the same time he has responsibilities to the cargo-owner who has hired him to deliver the cargo at the port of discharge, and he must do the best he can for both parties.

* The question of the advisability of transshipment may be considered from two points of view. It may be desirable to tranship for the benefit of the shipowner so as to secure the freight. Or, again, it may be desirable to tranship for the benefit of the cargo-owner, so as to secure the market for his goods. Both these matters are entirely within the discretion of the shipmaster, and depend entirely on the facts of the case. If he determine to tranship for the benefit of either of these interests he becomes their agent for the purpose, and has a right to reimbursement for reasonable expenses. Here, again, no means of communicating with those interested can be neglected before serious steps are taken.

It must be remembered, however, that his duty to the cargo-owner would not compel him to put into a port of refuge to dry sea-damaged cargo where the ship herself was quite able to perform her voyage. The risk of increased damage from the cargo heating after being wetted by heavy weather is one of the risks which a man who sends goods by sea must be prepared to face, even when he sends it by the best constructed modern vessels.

This duty to the cargo can only arise when the vessel is in a port of call or of refuge for other reasons than the actual damage to the cargo.

The precise question which arose in the case of *Notara v. Henderson* is one which will not be likely to come before the master, save when he is able to act under the direction of the shipowner, for this was a case where some beans were shipped from a foreign port to Glasgow. Through the occurrence of certain perils of the sea the goods became wet and the vessel put into Liverpool for repair. The cargo-owners desired to have delivery of the goods then and there at Liverpool, so as to have immediate opportunity for minimising the damage they had sustained, and they offered to pay *pro ratâ* freight. The request was refused, and the beans taken on to Glasgow, so that full freight might be earned. The delay in drying the damaged cargo very greatly aggravated the loss. The Courts did not decide that the cargo-owners were entitled to delivery on tender of *pro ratâ* freight, but they held that the conduct of those interested in the ship was unreasonable; for, though the master was entitled to take the goods on, and to earn the full freight contracted for by doing so, he had no right to *take them on in their then condition*, for it was proved that slight delay to the ship would have enabled them to have been dried at Liverpool. This would have been done, of course, at the cargo-owner's expense, and would have been a reasonable attempt to minimise his loss. In this case, it will be noted, the events happening at a home port, the master was obviously acting under his owner's orders. But the case is a valuable one, nevertheless, because it shows us that, where a master has to act for himself, he must be reasonable and remember that, though he has a right, and a duty, to earn all the freight contracted for, for his employer, he also has duties to the cargo-owners, and he must not let the avoidance of a small inconvenience to the ship cost the cargo-owner a great and avoidable loss.

Where the expense attendant upon the treatment of the goods is such that the master cannot in any other way raise the money for the operations necessary for their preservation, he

has a right to sell part of them ; and where he raises money by other means than sale, he has a lien on them for the money he has properly expended in their preservation.

Being entrusted with the cargo in the way we have seen, he has also a right, where the goods have been lost or damaged by collision abroad, to institute proceedings against the colliding ship for the benefit of those with whose interests he is charged, and, having this implied power to act for them, he has a corresponding right against them to be reimbursed for his expenses. But here, again, he would be wise to take every possible opportunity of communicating with those whose interests he represents and of taking their instructions.

In cases of damage to the ship, when money must be raised for her repairs, so as to enable her to complete her voyage, the master may raise it by selling part of the cargo. But the extent to which he may exercise this power depends upon the necessity of the case, and must be limited to *a part of the cargo merely*. For the law allows a part of the cargo to be sold for this purpose, because it holds that, when the ship is incapable of carrying any of the cargo forward, it is to the benefit of the owners of the goods in her that some at least of their possessions should reach their destination, and if that can only be attained by the sacrifice of some of them, that sacrifice must be made. But the whole reasoning on which the power to sell in this case is based would fall to the ground if the whole of the interest were to be disposed of. Of course, in a case of this kind, the person whose goods were sold for this purpose would have rights against the ship for the damage he had suffered for her benefit. In this case, again, communication would have to be made with the cargo-owner if it were possible.

The whole of these questions must be judged by their reasonableness. The master must do the best he can for all concerned. He is supposed to take all the facts before him into consideration ; but he cannot, of course, weigh factors of which he is ignorant. His conduct will be judged on the facts as they appeared to him at the time he arrived at, and acted upon, his decision. Subsequent developments may show clearly that his view was quite erroneous. But if he arrive at his conclusions reasonably and carefully he will not be held to blame. Where goods are sold abroad the purchaser will obtain a good title to them, even if it prove that the action of the master in selling them was unreasonable.

CHAPTER XI.

THE MASTER'S DUTY IN CASE OF CASUALTY.

CONTENTS.—Cases of Collision—Good Defences—Both to blame—Points arising out of the Law of Collision at Sea—Report of Accidents—Salvage—Forfeiture of Right to Award—Receiver of Wrecks—Depositions as to Wrecks and Wreckage—Duty to Underwriters—Duty in Case of Wreck to Crew—To Steerage Passengers—To Passengers of any Class.

In Cases of Collision, caused by the negligence of the master, he, as well as the ship, is liable to persons injured by the occurrence, and he has a further liability to his employer for the injury the latter may have sustained through his carelessness or culpable wrongdoing. In practice, of course, these remedies against the master are not usually resorted to.

Negligence in these cases may be something beyond "a want of that care and vigilance which is due to the security of other vessels that are navigating on the same seas, and which, if so far neglected as to become, however unintentionally, the cause of damage of any extent to such other vessels, the maritime law considers as a dereliction of bounden duty entitling the sufferer to reparation in damages." This is wide enough, especially when we remember that it includes "improper navigation"; that is to say, covers disobedience to any of the regulations for the prevention of collisions at sea, and also compels the maintenance of a proper look-out. But these things affect the master merely. There may be cases in which the owner may be fixed with responsibility for negligence which contributes to collision. That would be in such a case as one where a vessel might be sent to sea undermanned or with defective steering gear, or with engines which would only be reversible with great difficulty or considerable delay. But even in such case there might be some responsibility in the master, for he should know of these defects and refuse to go to sea till they were remedied.

The responsibilities of those who are entrusted with the navigation of tugs and tows are even heavier than those of ordinary navigators. The tug, though it is the motive power of

the partnership, is not the predominant partner in the eye of the law. The master of the tow, or her pilot—if she have one on board—is charged with the duty of directing the manœuvres of the tug. And thus it is that the tow is responsible at law for the wrongful acts of the tug, unless, indeed, she can prove that the acts were so sudden that there could be no time to control or correct them. But if, through the tug's negligence, the tow has to pay compensation, there is a right to the latter to recover what she has paid against the offending tug.

Good Defences.—There are three cases in which a ship which causes damage by collision may escape paying compensation for the damage she has done.

The three defences are :

(1) That the vessel was at the time in charge of a pilot by compulsion of law. This point is discussed in a subsequent chapter.

(2) That she was acting under the orders of a harbour authority, whose orders she was bound by law to obey. Here not only is proof that this was the fact an answer to the claim of the vessel with which she collided, but it is also a good ground for her recovering from the authorities the amount of the damage which she herself may have sustained.

(3) That the collision was the result of inevitable accident. In all these cases, of course, the burden of proof is laid upon the person who sets up such a defence. But in this last case the defence is perhaps most difficult of all to carry through. For those who set it up must show that they were not only in no way negligent, but that there were no defects in the vessel or in her equipment which they knew of, or even which they ought to have known of, which in any way contributed to the accident. For example, there was a recent case in which two vessels were in collision, and the ship, whose action caused the collision, set up this defence and said that the accident occurred through the failure of her steering gear. That was proved to be so. But that proof was not enough to get rid of her liability, for the failure of the gear was due to the stretching of the rudder-chains, and that was a thing which did not occur in a moment. It ought to have been found out before. Where an accident might have been prevented if proper and reasonable measures had been adopted in due time, it is not an inevitable accident. It is not inevitable merely because it could not be prevented at the very moment it occurred.

It may be added here, though the point is more one for lawyers and shipowners than for shipmasters, that the liability of colliding ships responsible for damage done by their default

can, by statute, in this country be limited in ordinary cases to an amount of £8 per ton of the ship's registered tonnage for damage to another ship, her cargo, and the effects on board of her. Where, however, there has been loss of life or personal injury on the non-offending vessel the limit is extended to £15 a ton. But the extra £7 a ton is only applicable to compensation for loss of life and personal injury; no more can be recovered for the goods and vessel because of the aggravation of the disaster. The tonnage is reckoned on a steamer's gross register, less certain deductions for crew space, and legal steps have to be taken to limit the liability.

Formerly only vessels on the register could take advantage of this right to limitation. But as there had been instances of hardship through vessels getting into trouble on their trial trips, and thus before they were registered, an Act of Parliament passed in 1898 gave the benefit of the right to limitation to vessels built in the King's dominions, even if unregistered, as far as concerns any casualty occurring within three months of their launch.

Both to Blame.—There has been of recent years a great deal of discussion going on in certain, perhaps somewhat academical, circles about our English rule of "both to blame." Our law does not pretend to adjust the blame with microscopic accuracy Lord Stowell expressed the possible positions as four.

"In the first place," he said, "it may happen without blame being imputed to either party, as where the loss is occasioned by a storm or any other *vis major*. In that case the misfortune must be borne by the party on whom it happens to light, the other not being responsible to him in any degree."

This, of course, would cover a case where the defence of inevitable accident was set up and sustained.

"Secondly, a misfortune of this kind may arise where both parties are to blame; where there has been a want of due diligence or of skill on both sides. In such a case, the rule of law is that the loss must be apportioned between them as having been occasioned by the fault of both of them."

"Thirdly, it may happen by the misconduct of the suffering party only; and then the rule is that the sufferer must bear his own burden."

"Lastly, it may have been the fault of the ship which ran the other down; and in this case the injured party would be entitled to an entire compensation from the other."

The second case is the one of "both to blame." Our rule of law is that in such a case each party has to bear his own costs, and, if there are cross-actions, each recovers half the damage he

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has sustained from the other. Supposing, however, that one of the offending ships here had a pilot compulsorily in charge at the time and it was the pilot's fault that this vessel was to blame, the other vessel, though having to pay half to the piloted vessel, would fail to recover her own half from her.

A paper read by His Honour Judge Raikes, K.C., at an International Congress on this subject, stated that Great Britain and the United States are the only two countries which follow this rule. There are three other ways of dealing with the damages. In Turkey and Egypt the Courts divide them according to the respective values of the ships. In Germany, Holland, Italy, Russia, Austria, Uruguay, Spain, the Argentine, Chili, Venezuela, Mexico, and Peru, neither party can recover anything. Lastly, in eight countries, namely, France, Belgium, Portugal, Norway, Sweden, Denmark, Greece, and Roumania, the damages are divided in such proportion as the Court considers proper, to make the damages payable by each party fit the gravity of the offence he has committed. This last is the rule which the reformers wish to see adopted by our own Courts. The reason put forward is that it is hard on those who may have scarcely committed more than a technical breach of the rules to be treated with the same measure as those who have navigated with absolute recklessness. At all events, under present circumstances, though all seafarers are bound to obey the same regulations for the avoidance of collision, the effects of breaking them are very different according as one or other port of refuge may be taken by a disabled ship after collision.

Points arising out of the Law of Collision.—There are some other points arising out of the Law of Collision at Sea which it may be advisable to notice. First, that the rule of law is that the damaged ship has a right to be made good by the wrongdoer. All repairs rendered necessary by the collision must be executed at the wrongdoer's expense, even if the result of the whole is to make the ship more valuable than she was before.

Beside repairs, certain direct consequential damages will be recoverable. Mere prolongation of the voyage which causes a loss of market is not considered. But loss of freight, or loss of the benefit of an agreement previously made, or the expense of maintaining the crew during the repairs are natural consequences of the collision. So, too, there may be further damages to the ship herself which the offending ship may be responsible for. And here the master must remember that he must act reasonably and without panic, and do the best that can be done, even if he think a claim may hereafter be brought against the

colliding vessel. Any ill results to the non-offending ship which flow directly and reasonably from the damage sustained may be recovered, but such as arise from the unreasonable conduct of the master and crew will be lost. Thus, if the master prematurely and unreasonably abandon the injured vessel, and if, in the opinion of the Court, she might have reached a port of safety if he had stood by her, there will be no recovery of damages as for a total loss. This, however, will not bar the right to damages for such injury as did actually arise from the contact. Again, if the master properly abandon her and she drift ashore and become a total loss through the effects of the disablement brought about by the collision, the whole loss falls on the colliding vessel which caused the collision. If, after she has been disabled by collision and properly abandoned, a third vessel pick her up and tow her into port, the payment for salvage will be recoverable from the colliding ship. Where a vessel is damaged, but repairable, allowance for net freight which might have been earned, and for demurrage is given in settling the amount of her claim.

Though a right to repair may accrue in this way, there is no right to repair a constructive total loss; that is to say, where a ship, when repaired, will not be worth what was spent in repairs, there is no right to make her seaworthy again. She ought to be treated as a total loss and sold for what she will fetch. In this, as in all other matters of the kind, the master must not say to himself, "It does not matter what I do, or what expenses are incurred, my owner will get them out of the other side." That line of argument is morally wrong, and, moreover, it will not hold water. For the master must act as a reasonable man would do, if he were dealing with his own or his employer's money. Obedience to this rule is a double protection, for it helps to ensure that the damages shall be recovered from the other side, and, at the same time, it tends to preserve the master against the possible consequences of extravagance if there is any failure to recover, for then he will have been spending his own employer's funds, and will get credit for having administered them with caution.

The master and crew are not obliged to remain on board after a collision if that would entail extraordinary risk to themselves. They have the duty of exercising ordinary nautical skill and courage laid upon them, and that is all. The master, too, must get assistance if it be possible to do so, should that assistance be necessary for the purpose of getting the vessel into port. The Merchant Shipping Act makes it incumbent on the master of a ship which has been in collision to stand by the other vessel

and to render her needful assistance, as well as to give her the name of his ship and of the port to which she belongs, and the names of the ports between which she is sailing at the time. Neglect to obey this duty is a misdemeanor in the master, and it has the further effect of creating a legal presumption that his vessel was in default for the contact. But where the fulfilment of this obligation would cause risk to his own vessel and to those who are on board of her, his duty to his own people excuses him for immediately making the best of his way into safety.

There is also a statutory obligation on the master to, as soon as practicable, make an entry of the occurrence in his log-book and to have it witnessed by the mate or other of the crew.

Report of Accidents.—There is another regulation under the Merchant Shipping Act, which applies not only to collisions, but also to any material accidents sustained by a British ship and by any foreign steamships carrying passengers between places in the United Kingdom. It is to the effect that, whenever such a vessel has sustained or caused any accident, occasioning loss of life or serious injury to any person, or received any material damage affecting her seaworthiness or efficiency, either in hull or machinery, a report must be made. The obligation to make this lies, under penalty, equally on master and owner. Particulars of the damage and of its probable cause must be given, as well as the name and official number of the vessel, her port of registry, and the place at which she is. The report must be made within twenty-four hours of the occurrence (or as soon thereafter as possible) and be transmitted to the Board of Trade by letter.

Salvage.—Salvage can be obtained in respect of the recovery of (a) a navigable thing or of (b) any property or (c) life which has been aboard of her. But there are certain essentials which must be found in the service to make it salvage. The salvor must be voluntary. There must be no pre-existing covenant that connects the claimant with the duty of employing himself for the preservation of that ship. The application of this rule is that which excludes the master, crew, pilot, and passengers of a vessel from claiming salvage in respect of her, though it is true that some of these classes of persons may justify claims.

The same rule often prevents tugs from substantiating their claims. When they undertake to tow vessels they bind themselves to run the risks of ordinary bad weather in the service; on the other hand, they do not guarantee to perform the service absolutely, nor do they undertake to do more than use ordinary

nautical skill; so here, too, there are cases where tugs have succeeded in recovering salvage for services performed in respect of the vessels they have been towing.

Then there is the question of risk. The risk to the salvor is not an essential element in the service, though it enhances the amount of the award. But that the thing salvaged should have been in peril is necessary to constitute the service. The danger need not be imminent, and the subject of the service need not be in actual danger at the time. But assistance given when a vessel is in a "position of reasonable apprehension of real danger" is of the character of salvage.

And, further, though the service given may not actually put the thing served into absolute safety, it must be of such a nature as to have contributed to that end. The most usual example of this point is seen in cases of salvage by towage. A vessel may tow for a long time and take a vessel a considerable distance at great risk to herself, and yet receive no award, for she may have left the tow in a worse position than she found her. On the other hand, she may not take her far, and yet, by putting her in the track of other vessels, do her a considerable service, and so earn a proportionate award.

In cases of towage, where salvage agreements are made between the masters of the respective steamers, there may be a right to recompense, even though the salvage service does not contribute to the safety of the disabled vessel.

Here, too, it should be remembered that the measure of the compensation, though fixed at sea, is liable to be reviewed by the Courts, for a master with a broken-down ship is very much at the mercy of another vessel which comes along, and is of size and power to assist him in this way. An agreement, therefore, is not likely to be upheld if, on the one hand, it be obtained by compulsion, or, on the other, if the master of the salvaged ship conceal from the salvor some material circumstance, such as the fact that his vessel has sustained damage beyond what is apparent.

There can be no award for salvage unless the thing in respect of which the service was rendered is actually and eventually saved. And in respect of life salvage, matters go a step farther even than this. For though life may be saved, there can be no salvage award for the service unless the vessel herself, or some of her wreckage, or some of the property that was in her, be saved; for, otherwise, there would be no fund out of which the award could come. Where, however, any material thing is saved, the life salvors have a priority in their claim on it. This is given them by statute, and the Merchant Shipping

Acts also give the Board of Trade power to give rewards to those who have saved life.

The recent case of the *Carinthia*, however, makes it desirable for masters to remember that, though there may be no claim for *salvage* unless the thing be, in fact, salvaged, there may be a claim for work done by request, even if that work have no beneficial result. In this case, the master of a stranded vessel made an arrangement with a passing steamer to assist him. The two shipmasters agreed that these services were to be paid for at the rate of £1000 a day. After they had lasted for no less than eight days, it was seen that it was useless to continue, and the assisting vessel proceeded, not having really benefited the distressed ship, which in fact became a total loss. The owners of the *Carinthia* were, however, compelled to pay the £8000 which the owners of the other vessel claimed, because this was not a case of a claim for attempted salvage, but of payment for work done under an agreement.

The Courts might, of course, in view of the difficulties in which the master found himself, have reviewed the terms of the contract, as regards amount. But this they refused to do as, when they looked at the surrounding dangers to the assisting ship, and to the values involved, they did not consider the sum agreed upon so excessive as to warrant their interference.

Forfeiture of Right to Award.—Wilful misconduct on the part of salvors may disentitle them to any award at all. And there is an implied guarantee on their part that at least, according to their capacity and condition, they will use ordinary skill and prudence in the work they have undertaken. In this connection it becomes of importance to note what constitutes an abandonment of the distressed vessel. Mere departure out of her is not enough. It may be that those on board went ashore for a temporary purpose, as, for example, to get appliances or assistance. To constitute abandonment, the departure from the ship must be a leaving her without any intention to return. That being so, it will be seen that, if salvors take possession during such a temporary absence, and, when the persons really in charge of the vessel return, refuse to allow them aboard, they are guilty of misconduct in doing so, and may lose all rights to compensation.

There is also a statutory offence which constitutes a disability in salvors, namely, omission to give, or even undue delay in giving, notice to the Receiver of Wrecks that possession has been taken of wreckage.

Receiver of Wrecks.—The Receiver of Wrecks has many duties to perform on occasions of disaster. For the purpose of

salvage of any of the three kinds he may summon what number of men he thinks necessary, and also demand the use of carts and horses from the neighbourhood, whilst he has the power to command those in charge of vessels or boats near at hand to give such aid with their craft as they may be able to render. He has duties to receive and take possession of everything that comes ashore, and must make those who secrete any wreckage give it over to him. He must also repress disorder. In his absence, or in cases where there is no such official, a Customs or Board of Trade officer, or a commissioned officer in the army or navy on full pay, or a sheriff, or magistrate may exercise all the functions assigned to the Receiver of Wrecks.

Depositions as to Wrecks and Wreckage.—The Receiver of Wrecks, or a magistrate in his absence, must, as soon as convenient after such an occurrence, institute an examination with respect to ships in distress. This is generally spoken of as taking the depositions. These may be taken on oath, and may be taken from any person belonging to any ship, British or foreign, which is in, or has been in, distress on the coasts of the United Kingdom, or from any other person who may be able to give any account thereof, or of the cargo or stores thereof. The points the deposition ought to touch, where the deponent has knowledge of them, are:—

- (1) The name and description of the ship.
- (2) The name of the master and of the owners.
- (3) The names of the owners of the cargo.
- (4) The ports from and to which the vessel was bound.
- (5) The occasion of the distress of the ship.
- (6) Such other matters or circumstances relating to the ship or to the cargo on board the same, as the person holding the examination thinks necessary.

Of such deposition two copies must be taken. One is sent by the Receiver of Wrecks to the Board of Trade, and the other is to be transmitted to the secretary of Lloyd's for posting in the Society's rooms. Where wreckage above the value of £20 is washed ashore, the Receiver of Wrecks has also a duty to send a notice to the secretary of Lloyd's for posting in a similar way.

Duty to Underwriters.—Thus it is that Lloyd's, as an underwriters' centre, has a legal recognition. But there are, I think, certain misunderstandings in regard to the rights and privileges of the underwriters to which I ought to refer. It may be that they arise out of this statutory recognition.

At all events, the question is sometimes asked, what are the duties to the underwriters in case of wreck? There are really

no direct rights in, or duty to, the underwriters, and cannot be any; for the master, as such, has no dealings with them; he is not their servant; he has no contract with them; he is not entrusted with their property; he may not even know that any of those who have entrusted their property to him have covered their risks with Lloyd's or with any other underwriters. All the rights they can have spring from the contract they have made with the owners of the property at risk, quite independent of the shipmaster or his duty. The master's duty (as has been insisted upon all through these remarks) is to do the best he can for the interest of all concerned. He cannot tell to whom the cargo on board may belong. He may know who is the consignor and who is the consignee; but at the moment of disaster he cannot tell if the property has passed from one to the other, nor even if it has been negotiated to third parties. The master's duty, then, is obviously towards the *owner*, whoever he may be, and by whatever process of business he has come by his rights. Thus it is that a duty is owed to the underwriters. They stand in the shoes of the former owners by reason of the contract of insurance into which they have entered. The contingency contemplated in the policy may have occurred, and the property may have partially or entirely passed to the insurer. But the underwriter only takes the rights that the owner of the insured property can give him. All that he certainly takes. He can ask no more of the master in the way of care and exertion than the original owner could do, and the master is equally bound to him, as to the original owner, to take reasonable care and exertion and not to incur unreasonable expense. This view, I venture to think, is correct, and quite consistent with the words of the great authority, Arnould on Marine Insurance, though certainly differently worded. In cases of merely partial loss it is obvious that the master is never the agent of any one but the assured, though the latter may be acquiring a right to a payment of more or less magnitude from the assurer.

In cases of absolute total loss, where no notice of abandonment is or can be given, there can be no difficulty on the point. In cases where such notice of abandonment is given or tendered, there may be some difficulty. This is apt to arise from the fact that abandonment is not always accepted when tendered. The law is that, if, though not accepted at the time, it eventually become effectual, its action relates back to the time at which it was originally given.

Thus, as between the parties to the contract of insurance, the rights passed at the time the notice was given. So it is

said that, during the period between the giving of the notice and its becoming effectual, the master is the servant of the underwriter. So he is, in the limited sense that the underwriter has to bear the pecuniary results of his actions. But where the error in judgment or default of the master caused the loss, the same might be equally truly said of what occurred just prior to the happening of the disaster.

The matter will, perhaps, best be explained by an illustration. Suppose the case of a steamer in the neighbourhood of a well-known danger. The master considers his position, and arrives at the erroneous conclusion that he is five miles from it. Three minutes afterwards he strikes it. Next day notice of abandonment is tendered. It does not become effectual for a week after that. Now it could never be urged that at the time the master made that error in judgment he had any connection with the underwriter at all. Yet his action at that moment was in truth what caused the underwriter his total loss. His action at that time was therefore, in fact, at the underwriter's expense, just as much as would be what he did in the week that elapsed between the giving the notice of abandonment and its proving effectual. And this financial responsibility for his acts seems to be all the ground on which during this period the underwriter can be said to be the employer of the shipmaster.

In point of fact, all the master has to consider is that as long as the property exists it belongs to some one. As long as the adventure continues the master has duties to perform in respect of the property, no matter on whose account. And his duty is always to do the best he can to save property, to minimise loss, and to curtail expenses. Notice of what has happened must be given to the authorities, and the owners must be communicated with and advised of the steps that are being taken for salvage or for sale.

Where the point of the actual relationship of the master to the underwriter becomes really important for the master's consideration at such a crisis in the adventure seems to be this: that, if the master properly considers he has adequate means to deal with the emergency without employing outside assistance, the underwriters cannot force him to make arrangements to suit their convenience or theories, and possibly to pile up expenses and to increase delay. Still, when the crisis is over and the ship is ready to proceed they will have a right to insist on his obtaining a certificate of seaworthiness; for the absence of that might vitiate the policies, or at all events might lead to litigation.

Duty in Case of Wreck to Crew.—The duty to the crew is terminated by wreck, for the contract of service by the seaman ends when the wreck is finally abandoned, or by the receipt by the seaman of discharge from the master when the men have done all that is reasonably possible. The above rule applies as well in the case of constructive as of total losses, and it even applies to cases where a great delay would be necessary to put the vessel in a state of repair. In case of wreck, the seaman has a right to wages up to the time of discharge, but has no right to wages or compensation in respect of the remainder of his contract.

To Steerage Passengers.—In regard to emigrant passengers there are more complicated statutory duties imposed upon the “master, charterer, or owner.” One of them is to give notice, within forty-eight hours, to the nearest emigration officer, (a) where the vessel, either in a home port, or after the commencement of the voyage, has been wrecked or rendered unfit to proceed; or, (b) where she has put into a British port with damage. And such notice must be accompanied with an undertaking, in the first case, that the passengers shall be sent on in some other eligible bottom; and, in the second, that she shall be made fit to proceed. In each case a period of six weeks is the limit allowed for the fulfilment of the obligation. Meanwhile, the persons responsible for giving this notice must either maintain the passengers, or, if they are berthed in a hulk or elsewhere under the superintendence of the Board of Trade, pay a sum of one and sixpence a day maintenance for each statute adult.

Where the taking forward is not begun within the six weeks allowed, or where the requirements of the rule are otherwise infringed, there is power to the passenger (or to the emigration officer on his behalf) to recover all money paid by him for his passage. And this can be done either from the person to whom it was originally paid, or from the owner, charterer, or master of the ship, at the option of the person suing. The emigration officer can, if he think it desirable, remove the passenger from the damaged ship at the master's expense.

To Passengers of any Class.—In the case of vessels which carry any steerage passengers from any port in his Majesty's dominions, and which are damaged or wrecked, there is power in certain officials (Secretaries of State at home, and Governors in possessions abroad) to defray all, or a part of, the expenses incurred on account of any passengers, cabin or steerage, who may be taken off the ship herself or be picked up at sea. Similarly, the same officials can, in the case of such passengers, who, without default on their part, find themselves in ports

outside the United Kingdom, other than those to which they were booked, forward such passengers to their destination, unless within forty-eight hours of their arrival a written undertaking is given to an official that they shall be sent forward by a vessel proceeding within six weeks. A passenger so forwarded at the expense of the State loses all claim to return of passage-money and to compensation. The expenses incurred in forwarding and maintenance are recoverable from the owner, charterer, and master of the ship in which the passenger originally embarked. But the total amount recoverable in the case of any passenger is limited to the amount receivable in each individual case, or, in the case of the whole complement, to the gross amount receivable in respect of the whole of the passengers carried. It is worthy of notice that the statute expressly permits insurance against the risks put upon owners, charterers, and masters by these provisions.

It is unnecessary, perhaps, to remind British shipmasters that in case of disaster their first duty is to see to the safety of the passengers. The seaman has a claim to consideration, but the helpless landsman who has confided himself to the ship and her commander has the first call, and it is one which has always been recognised in times of danger by British sailors.

Certain Lists to be Sent Home.—In case of loss or transfer of the ship, the master must send home to the superintendent at the port to which the vessel belonged, without undue delay, certain lists containing—

- (a) Particulars of the ship's register, date and tonnage.
- (b) Particulars of the whole of the crew at the time of the ceasing of his connection with her.
- (c) Particulars of those who have ceased, through death or discharge, to be members of the crew previous to the time just mentioned.
- (d) Names of members of the crew who have met with maimings or accident, and dates and particulars of such accidents.
- (e) The amount of wages due to any deceased members of the crew at the date of their decease.
- (f) Account of clothes and other effects of deceased members of the crew, and the amounts realised by their sale, together with the proceeds of such sale.
- (g) Details of the marriages performed on board.

CHAPTER XII.

THE MASTER'S DUTY TO CERTAIN PUBLIC AUTHORITIES.

CONTENTS.—Bill of Health—Quarantine—Customs—As to the Coasting Trade—Coasters may not call at Foreign Ports—Cargo Book—As to Goods from Isle of Man—As to the Channel Islands—Where the Goods are Dutiable—Where Goods are not Dutiable—As to Stores—Contraband of War—As to Clearance—Smuggling—Painting Boats' Names—The Duty to British Public Officers Abroad—In the Case of Births—In the Case of Deaths—The Master must render Assistance to Justice—Certain Legal Liabilities of the Ship.

Bill of Health.—It is the master's duty, before leaving certain ports for certain other ports, to obtain from the consul what is called a "bill of health." This may be of three kinds. It may be "clean," "suspected," or "foul." A "clean" bill of health is a certificate that no diseases of a certain serious kind (such, for example, as yellow fever or cholera) are raging. A "suspected" bill states that, though no actual and proved cases have occurred, there is some reason to fear that certain cases of illness, which are under observation, may prove to be attacks of the dreaded complaint. A "foul" bill tells that there is no doubt that the port is infected.

Such bills of health are usually necessary in leaving tropical ports, especially when bound for other foreign places where the quarantine laws are very generally enforced and carried out with irksome exactitude. The absence of a clean bill of health, even if the port from which the vessel sailed is itself in fact clean, may cause considerable delay to the ship, as she may be treated as though she were really from a foul port.

Quarantine.—The master of a vessel arriving at a port in the United Kingdom from a port abroad, which is infected, or apprehended to be infected, with yellow fever, or certain other "highly infectious distempers," has responsibilities, under heavy penalties, to see that no one lands from his vessel until the customs officer gives permission that they may do so, and upon arrival under such circumstances a quarantine flag must be flown and kept up till the requisite permission to lower it be obtained. In regard to this matter two important Acts of Parliament were passed in the year 1896. By one the Local

Government Board was empowered to assign to the sanitary authorities of the various ports any powers, rights or duties under the statutes for the preservation of the public health, and for the prevention of infectious disease. By the other the older legislation relating to quarantine was abolished, and the Local Government Board was empowered to make regulations as to the signals to be hoisted by vessels which had on board cases of epidemic, endemic or infectious disease; as to the questions to be answered by the masters, pilots, or other persons on board such vessels; as to the detention of such vessels and the persons aboard of them; and as to the duties to be performed in case of such diseases by the masters, pilots and other persons aboard them. The customs and coastguard officials are charged with the duty of enforcing obedience.

Customs.—The regulations as to customs are divided into two heads: the coasting trade—which includes all trade between different ports of the United Kingdom—and oversea or foreign trade. Foreign vessels in the coasting trade have the same rights and are subject to the same regulations as British ships.

Coasters may not call at Foreign Ports.—There are serious penalties for masters of coasting vessels which, when engaged on coasting voyages, touch at foreign ports, save under unavoidable circumstances (such as stress of weather), and they may not, if they do so touch, unless compelled to do so by necessity, ship or discharge any goods. And there is a further penalty for neglect, after such necessary touching, shipment or discharge, to inform the collector at the home port of arrival of what has taken place.

But there is a proviso that a foreign-trade vessel, having discharged part of her cargo at a home port, may convey other goods coastwise to another home port, if the separation of the oversea goods from the coasting-trade cargo be completed to the satisfaction of the customs officers. But the carriage of such cargo will not constitute the vessel a coasting vessel for the purposes of the Acts. Similarly, goods brought coastwise may, if not dutiable, be re-entered for carriage on an outward oversea voyage in the vessel without being landed.

Cargo Book.—The master of a coaster has to keep a cargo book, wherein must be entered the names of the ship, of her master, and port of registry, as well as particulars of the voyage upon which she is engaged. At every point of loading, under the head of such port, an account of the goods there shipped, specifying the quantity of loose goods and number of packages of other goods and the description of the goods themselves, must be entered. Where cargo is discharged, corresponding entries

to the foregoing must be made and the date of discharge added. If the master knows the names of the consignors and consignees, he must in both cases add them. This book must be produced to customs officers on demand, and if foreign goods, not entered as such, are found, or if packages said to contain foreign goods are found not to do so, the goods may be forfeited; whilst, if the master fail to keep the book properly, he is liable to penalties.

The customs officers have a right to go on board any vessel either in port or at any point in her voyage and demand to examine the cargo and to have the documents produced.

Before any coasting vessel leaves any port of loading an account showing her name, tonnage, port of registry, port of destination, and her master's name, must be made out in duplicate and signed by the master. It must be set out in four parallel columns showing,

- (a) The foreign goods, distinguishing warehoused goods removed under bond.
- (b) Quantities of corn, grain, meal, flour or malt.
- (c) Goods liable to duty of excise, or entitled to drawback thereof.
- (d) And in the last column must be stated "sundry other goods," or "no other goods," as the case may be.

This document must be cleared and signed by the customs officer. The customs officer retains the duplicate and returns the copy he has signed to the master, and that then becomes the ship's clearance and *transire*, or pass for the goods therein mentioned. General *transires* may be given. But these are liable to be revoked by written notice.

Within twenty-four hours of arrival at the port of discharge, and before any goods can be unloaded, the *transire*, with a note of the place or wharf of discharge, must be given in to the proper officer, and if there are exciseable goods these cannot be unloaded without leave of the excise officer.

As to Goods from the Isle of Man.—There is a special provision as to goods grown or manufactured in the Isle of Man which may be shipped thence to ports in Great Britain or Ireland. These require a special certificate from the officer at the port of shipment as a proof of their origin. Non-attention to this regulation may entail forfeiture of the goods.

As to the Channel Islands.—The vessel and her cargo must be reported at the Custom House on arrival at Channel Islands ports before bulk is broken, and neglect of this, or an improper report, renders the master liable to fine and the goods to forfeiture. In these islands the general regulation is that no goods shall be landed, save at Custom House ports, or where a permit is granted.

But there is power to the Commissioners of Customs to make regulations for dealing with water-borne goods amongst the islands.

Goods grown or manufactured in these islands may be imported into Great Britain or Ireland duty free. But a certificate as to their description, quantity, and origin must accompany them.

Tobacco, cigars, or snuff may not be imported into these islands, nor moved amongst them, save in vessels of forty tons or more, nor in packages of less than 80 pounds weight. Such goods are also subject to the regulations which must be complied with when similar goods are imported into the United Kingdom.

Foreign spirits must also be borne in vessels of not less than forty tons. The casks in which they are carried must be of not less size or contents than 20 gallons each (or 9 gallons each if they contain British or Irish spirits). This regulation does not apply to spirits packed in bottles as cargo, or to ship's stores. Vessels of under ten tons burden may be licensed to carry quantities of spirits not exceeding ten gallons at a time.

The Commissioners of Customs make regulations as to the disposal of the spirits, tobacco and tea taken as stores for vessels starting from the Channel Islands for the United Kingdom or for the fishing grounds. Particulars of these stores with the quantities shipped—which must be reasonably regulated with regard to the number of persons carried and to the proposed length of the trip—must be noted on the clearance. And no vessel may leave the Channel Islands without clearance.

Generally, it must be remembered that in the whole coasting trade no goods can be shipped, or discharged, save on lawful days, and even then must be so dealt with by the authority of, and at a place approved by, a customs officer.

The Customs Acts extend to all his Majesty's possessions abroad, except where the provisions expressly apply to the United Kingdom or to the Channel Islands, or where the Acts expressly limit them to the contrary.

AS TO OVERSEA TRADE.

When the Goods are Dutiable.—Export of warehoused goods or of goods liable to duty, or entitled to drawback, must be carried in vessels of not less than forty tons burden. The master of a vessel which is to take out such goods must, before taking them or any other goods on board, give the customs officer the certificate of clearance inwards or coastwise from her previous

voyage, and also make an entry of her outwards in proper form. Such goods must be shipped only from places duly appointed for the purpose, and on lawful days, and in the presence of a customs officer. British and Irish spirits can only be water-borne in casks of at least nine gallons capacity.

Where Goods are not Dutiable.—In the case of non-dutiable goods a manifest must be delivered to the customs officer within six days of clearance. The duty of so doing rests upon the owner or master or their agent. It must be under the hand of one of these persons and set out description, quantities, marks, and numbers of the goods, and the names of the consignors. And with the cargo must be included, for this purpose, the bunker coal.

As to Stores.—A request for stores must be made out by the master of every vessel of forty tons burden, or upwards, about to sail on an oversea voyage. This must set out the number of persons to be borne, and state whether they travel as crew or passengers, and it must give the probable duration of the voyage. It must be delivered to the export officer, who will give in return an order for the shipment of the proper quantities of stores.

The master afterwards gives the “stores’ content,” duly signed, to the officer. This contains an account of the stores so shipped, with a list of those already on board, and a declaration that all legal requirements have been complied with. The stores content when further signed by the export officer and the officer of customs, is the “victualling bill.”

No stores not contained therein can be carried; and the improper landing of stores once shipped is severely punished.

Contraband of War.—Certain goods may, by his Majesty’s proclamation, at certain times be prohibited from export. These may include naval or military stores, or such goods as may be capable of conversion into such stores, or “may be made useful in increasing their quantity,” and also arms and ammunition and provisions, or “any victual which may be used as food for man,” and precautions may be taken to prevent their fraudulent shipment under other descriptions. But these regulations affect shippers more than masters, though, of course, the latter may have occasion to witness, possibly, infringements of the law, and may, in some way, be affected by the forfeiture and discharge.

As to Clearance.—Before a vessel can be cleared the master or his deputy, duly authorised by him in writing, must attend before the collector of customs and, besides answering any questions which may be put to him, hand in a list of the contents of the ship.

If any inward cargo is re-exported this must be reported to the customs searcher at the time and be certified by him. Such certificate of re-exported cargo, with the victualling bill and the contents bill, are sealed and attached to the clearance label. This, when signed by the customs officer, is the authority for the departure of the ship.

When the vessel calls at a second or further home port for further cargo, other contents bills must be given in and attached to the original clearance label.

Vessels may be cleared, as in ballast, if they carry such goods as chalk or slate as cargo, or if they have passengers and their baggage on board; but they must not carry any goods for re-exportation or anything else beyond the stores in the victualling bill, except, of course, bunker coal.

Where stores are sealed by the customs officer they must not be opened before the final departure of the ship on her foreign voyage under a penalty of £20 upon the master.

A customs officer may board a ship, even after clearance, as long as she is within a distance of three sea miles from the coasts of the United Kingdom. There is a penalty of £100 for carrying off a customs officer to sea. A £20 penalty is enforceable for not bringing to at spots appointed for the landing of customs officers or for further examination.

AS TO IMPORTATION.

The duty is laid upon the master and pilot of every vessel arriving at ports and places in the United Kingdom and the Channel Islands to come up as quickly as circumstances will permit to the proper place of mooring, or of unloading, without touching elsewhere, but bringing up, however, at the place appointed for doing so by the customs officials. It is also forbidden to move from one berth to another without the knowledge of the customs officer.

A duty is also laid upon the master to provide a proper place under deck for the customs officer's bed or for the slinging of his hammock.

This is important—to the customs officer at least—because his duty may require him to board any vessel arriving, and to stay on board till her unloading be completed. Such an officer has power to go to every part of the ship, and to fasten down hatchways and entrances, to seal up, or otherwise secure, goods on board, and to mark any goods before landing. He may also force places or receptacles which are locked, if the keys be not forthcoming. The master is responsible, under a penalty of

£100, for seeing that the seals which the officer places upon goods or packages or openings be not broken. Where inward stores are so sealed the penalty on the master, if the seals are broken, or the stores conveyed away, is £20.

Goods—that is, of course, dutiable goods—found on board in concealment are forfeited. So are such goods landed without having the duty paid or provided for. All goods must be landed at a proper place, and if they are lightered, must not be transhipped to any other craft without permission. The unloading must take place on lawful days and at lawful hours. These hours are between 8 A.M. and 4 P.M. in summer (*i.e.*, from the beginning of March to the end of October), and between 9 A.M. and 4 P.M. in winter (*i.e.*, during the other half of the year). And all unloading must be done in the presence of the customs officer. But these regulations can be modified by permission. From these rules are excepted gold and diamonds, and lobsters and fresh fish imported in British ships, which may be landed without report or entry.

Within twenty-four hours of arrival the master must accurately report his cargo, under pain of a fine of £100 and of detention of the goods. The master is also responsible for seeing that bulk be not broken after arrival off the coast, that the stowage of the cargo be not altered to facilitate unloading, and that no part of the goods be thrown overboard, staved or destroyed, except, of course, for good reasons, such as the safety of the ship and her contents.

In the case of goods reported as for re-exportation, if the master declare them as having “contents unknown,” the customs officer may either open the packages on board, or take them to a bonded warehouse for examination. If they are found to be of a prohibited class, they may be forfeited if the commissioners consider it proper that they should be; if they are not forfeited, or are found to be in order, they will be entered for export on a re-exportation list as explained in the note on exportation.

Where goods remain on board the ship beyond a period of fourteen days the ship becomes liable for the expense of watching them, and may be detained for the charges. These charges are also leviable in the case of vessels under legal process, or vessels in distress, or brought in derelict which need watching. The charge must not exceed 5s. a day.

Smuggling.—The provisions of the law are most extensive in this regard. It is not necessary to go into them very fully here.

Painting Boats' Names.—With a view to the prevention of

smuggling, the Customs Acts provide for the painting of vessels' and boats' names, and of the ports to which they belong, upon them. The requirements as to sea-going vessels in this regard are that the ship's boats of every ship belonging wholly, or in part, to a British subject must have the name of the ship to which they belong and the port from which she hails painted on the stern. The master's name must be painted within the transom. The words must be painted in Roman characters at least two inches long in white or yellow paint on a black ground, under pain of forfeiture of the boat.

Boats or vessels used in landing prohibited or dutiable goods improperly, or boats or vessels which have false bulkheads, false bows, double sides or bottom, or any secret or disguised place adapted for concealing goods, or any hole, tube, pipe or device adapted for running goods, or conveying or having wrongfully conveyed dutiable or improper goods, or improper-sized casks, or having arrangements for slinging casks, or which shall have destroyed or thrown overboard, or staved, this class of goods, are liable to forfeiture. Those concerned in these illegal acts may be detained. The limits wherein these things are illegal are harbours, rivers, bays, and creeks in the United Kingdom and the Channel Islands, as well as within a certain distance of the coast. The limit here is three leagues if British subjects are wholly or principally concerned; if not, the limit is reduced to one league. The reason for this distinction is simple. It is permissible for the law of this country to declare anything an offence in its own subjects wherever committed, and thus these acts may be illegal in them, even if committed far out at sea. But over foreigners the jurisdiction only obtains when in territorial waters, that is to say, within three miles (or a league) of the coast, and so in their case the limit of distance has to be reduced.

The forfeiture spoken of does not attach to vessels of over 250 tons burden. In larger vessels fines are substituted.

Casks of spirits found floating in home waters, especially if they are under legal size, should not be meddled with, though information of their discovery should be communicated to the Customs.

Heavy fines are leviable upon vessels where attempts at smuggling are discovered, and where any "responsible officer" is believed to be involved. Such responsible officer includes the master, any mate or engineer, the purser and chief steward, and (where Asiatic seamen are carried) the serang.

Penalties are provided for vessels which do not bring to when signalled to do so by a King's ship, and forfeiture is

enacted for such as, whilst attempting to escape, throw overboard or destroy part of the lading. Vessels not bringing to when ordered to do so may be fired at by King's ships.

The Master's Duty to Report Derelicts.—By a statute passed in the year 1896 the master of every British ship is laid under an obligation (with penalties in case he neglects the prompt performance of this duty) to report to Lloyd's agent at his next port of arrival or of call, the fact that he or his officers have sighted any floating derelict. His report must contain details as to the locality where it was seen, and must state the date. He must also afford any information he may possess as to the identity, or supposed identity, of the derelict. Where there is no Lloyd's agent at the port, the report must be sent to the Secretary of Lloyd's in London.

MASTER'S DUTY TO HARBOUR AUTHORITIES.

When in harbour the master's duty is to obey the proper regulations of the harbour and to pay the dues. For the latter he has a personal liability.

The harbour-master can order the vessel to moor in whatever place he considers fit, and can also shift her and make her unmoor. If there be no one on board to carry out his orders he has the power to cause her to be shifted or unmoored. He must do so, however, with an adequate number of hands, and he can recover from the ship all the expense to which he is put in so moving her.

Vessels using the harbour must have proper and sufficient ropes and hawsers, and must moor themselves to the satisfaction of the harbour-master. They must not navigate into the dock under sail, and they must unfurl their sails and dismantle when and to the extent he may direct.

There are general directions for the avoidance of fire by the enactment of penalties for those who keep pitch, tar, turpentine, and suchlike things upon the quays or ships' decks for a longer period than two hours after they have had written notice from the harbour-master to remove them. If they are not required to remove these combustibles at night they must provide a proper watch to guard them. This watch must be maintained at the expense of those who have the combustibles there. If a watch has to be provided at the expense of the harbour, the costs thereof can be recovered from the person who should have paid it.

The having gunpowder or lighted lamps, candles, or fires in the ships, docks, or works without permission is punishable by

fine, as also is the offence of introducing loaded guns. There are penalties for those who throw ashes or ballast into the dock.

There are powers given to the harbour-master to enter upon vessels to search for suspected lights and, if found, to extinguish them; and persons who obstruct him in doing so are liable to penalties. The inviting of a vessel to come into a dock or alongside a wharf is an implied representation that the place is fit for her to go into, especially if the causes, which eventually prove that the place was not actually so fit for her, were such as could not be apparent to those navigating her, and still more so, if those inviting her in knew, or ought to have known, of the unfitness. As the harbour-master has the power to shift vessels and to enforce obedience to his orders, the authorities are responsible for any damage which ensues to the ship from carrying out those commands, provided, of course, that those who navigate her are not guilty of contributory negligence.

Damage caused to the harbour works by a vessel are recoverable from her if she have caused them by her default. The law has long limited the amount recoverable for damages sustained by one ship from another vessel which has injured her by collision. But until recently there was no limit to the amount of damages recoverable in cases where vessels did damage to objects which were not ships or goods borne in such ships. But by an Act of Parliament passed in the year 1900 the right given to shipowners to limit their liability in cases of collision between their vessels and other ships were extended so as to enable them to similarly protect themselves when, through the default of those to whom they had entrusted the charge of their vessels, damage was done to certain other kinds of property. Primarily the object of this enactment was to cover the cases where ships run into and damage the works of harbour-owners, dock authorities and canal companies. But the words used are so wide that they in fact cover "any loss or damage to any property or rights, whether on land or on water, and whether fixed or moveable."

The master must report arrival, within twenty-four hours, to the harbour authorities. He must give them a full and true account of the goods to be unshipped. In cases where the whole cargo is to be unshipped, he must give in a copy of the bill of lading or manifest. If only part is to be unshipped, he must give the best account in writing in his power. He must allow the collector of rates to come aboard to ascertain the rates payable, and he must also, when asked, produce the ship's register to the collector.

MASTER'S DUTY TO BRITISH PUBLIC OFFICERS ABROAD.

In discussing various parts of the master's duty to the different classes of persons whose interests he has to consider, we have seen that he is often brought in contact with his Majesty's consular officers abroad and with the Governors of his Majesty's colonies.

There are one or two points which may be added here.

There is, for example, the master's duty as the registrar of births,* marriages and deaths in the ship. Such occurrences must, of course, be logged at the time.

The particulars to be given are—

In the case of births, the date, sex, and name (if any); the name, surname, rank and profession of the father; the name, surname, and maiden name of the mother; the nationality and last place of abode of each of the parents.

In case of death, the date, the name and surname, the sex, age, rank, and profession or occupation, the nationality, last place of abode and cause of death. Here, too, the medical practitioner, if there be one on board, must sign the entry. If there be no such practitioner aboard, the entry must be signed by one of the crew, as must entries of other important matters.

In cases of death on board a foreign-going vessel the superintendent at the port of discharge shall, upon arrival of the ship at the port of discharge, make inquiry into the cause of such death, and then endorse on the official log of the ship a statement as to whether or not, in his opinion, the cause of death is correctly stated in the log. If he believe it to have been the result of violence or improper treatment, he must either report to the Board of Trade, or take immediate steps to have the offender or offenders arrested, according to his view of the gravity or urgency of the case.

This enactment is expressly barred from applying to the case

- (1) Of fishing-boats, except in Scotland.
- (2) Of ships registered in British possessions, when within the jurisdiction of the government of that possession.
- (3) Of pleasure yachts, and vessels belonging to the three lighthouse authorities in the British Islands.

The Master must render Assistance to Justice by bringing in, when homeward bound from a foreign country or any British possession, any offender, or any witnesses who may be required to give evidence in the case of such offender, on the requisition

* As to Marriages, see note in Appendix XI.

of a consular officer. But the consul may not require a master to bring home more than one offender for every hundred tons of his ship's registered tonnage nor more than one witness for every fifty tons.

The master must fulfil this duty under pain of fine, and he must also, upon arrival, hand the offender over to a police officer or constable. The expense of such conveyance, and the cost of the maintenance of the offenders and witnesses, is repayable to the master who carries them, the particulars as to these persons so carried by order of the consul being endorsed by him upon the ship's agreement.

Certain Legal Liabilities of the Ship should be mentioned, such as the result of proceeding to sea when ordered to be detained. If, in any case where a ship may be detained, a proper officer orders her detention (such officer includes any commissioned officer on full pay, either of the army or navy, any officer of the Board of Trade, any officer of customs, or any British consular officer), and she, in defiance of that order, proceeds to sea before being released by competent authority, the master and owner and any other person who sends her to sea become liable to a fine of £100, as also does any person who is privy to the commission of the offence.

If such a ship in so proceeding to sea takes with her any officer, so authorised to detain her, or any officer of customs, or surveyor or officer of the Board of Trade, the owner and master are each liable to pay all the expenses of, and incidental to, the person so taken, and to a fine of £100. This may be recovered in a summary manner. But if the offence be dealt with otherwise than by summary prosecution, the penalty may be £10 a day for every day till the officer returns, or till such time as would reasonably allow him, after leaving the ship, to return to the port from which he was taken. Such expenses can be recovered like fines under the Act.

And where, under the Act, a ship is to be, or may be, so detained, the customs officer shall, or may, refuse to grant her clearance.

The Courts have power of distress on the ship, where sums ordered by the Courts or justices to be paid as seaman's wages, fines, or otherwise, are not paid as directed, for the Courts which made such orders have, in addition to their other powers, a right to order the unpaid debt, or unpaid balance thereof, to be levied by distress on the ship and her tackle.

CHAPTER XIII.

THE MASTER'S DUTY IN RELATION TO PILOTS, SIGNALS,
FLAGS, AND LIGHT DUES.

CONTENTS.—Pilotage—Who are Liable for Payment of Dues—Pilotage, when Earned—Offences in respect of Pilotage—Unqualified Pilots—Where Unqualified Pilots may act—Pilotage Certificates for Ship's Officers—Compulsory Pilotage—A Defence in Collision Cases—Master's Duty as regards Employment of Pilot—Pilot Flags—Pilot Signals—Use of National Flag—Foreigners may not use it—Penalty for Concealing Nationality—Distress Signals—Ordinary Ships' Signals—Light Dues.

Pilotage.—In this country there are certain pilotage authorities, constituted in a variety of ways, which it would serve no useful purpose to discuss here. These authorities have certain statutory and other powers to fix the duties and privileges of such pilots as they respectively license in their districts. The pilotage authorities can make rules on certain points. These have the force of law so long as they are within the powers granted by the Merchant Shipping Acts and have obtained the sanction of his Majesty in Council. The most important of their duties are to fix the qualifications of their pilots and to see that those whom they employ in such capacity are equal to the standard they have laid down, to fix the limits of the districts and the rates of remuneration which shipmasters must pay to the pilots for their services. The Board of Trade also have important duties in this regard.

Who are Liable for Payment of Dues.—Pilotage dues, payable in respect of services rendered by a qualified pilot, are moneys for the payment of which there is a liability in the first place on the master and owner; after them consignees and agents, who have made themselves liable for any other charge on account of the ship at the port of arrival or discharge are liable for inward pilotage dues; and similarly other persons who have made themselves liable for any other charges on account of the ship at the port of clearance are liable for the amount of outward dues. But such persons, if they settle the debt for the ship, have a right to retain what they have paid (with reasonable costs in addition) from any moneys they may receive on account of ship or of owner.

Pilotage, when Earned.—The pilotage rate may be earned by a qualified pilot who leads a ship where there is no qualified man on board and circumstances prevent him from himself boarding her.

The master has no right to offer the pilot any sum other than his proper rate under a penalty of £10.

When taken out of his district by unavoidable necessity, or without his consent, the pilot is entitled to a payment of half a guinea a day till the time he is brought back into it. The time in regard to this matter is calculated from the time he passes the pilotage limit outwards until the day when he is brought back to the port where he was shipped, if he comes back in the vessel which took him away. If he is sent back by other conveyance he must have payment for such number of days as will reasonably cover his journey home, and he must, in addition, be allowed travelling expenses.

The pilotage rates, after a demand in writing, are recoverable as though they were fines payable under the Merchant Shipping Act.

Offences in respect of Pilotage.—There are certain offences which may be committed against the pilot in his work. These are :

A false declaration as to the ship's draught of water. If the master refuses to declare the draught or makes a false declaration about it himself, or is privy to the making of such a false declaration by some other person, he forfeits a sum equal to twice the amount of money which would have been payable to that pilot.

A similar offence may be committed by the master, or other person interested in the vessel, by fraudulently altering the marks which indicate the draught on the stem or stern-post of the vessel. The fraudulent making of such alteration by such a person, or the being privy to some one else's action in doing so, brings a liability to a £500 fine.

Unqualified Pilots.—A master who knowingly employs, or continues to employ, an unqualified pilot after a qualified * pilot has offered his services or signalled his willingness to take charge of the ship, is liable to a fine of double the pilotage which could be demanded for the service.

The unqualified pilot involved in such action is himself liable to a £50 fine. And it is immaterial whether the offence be committed within or without a district where pilotage is compulsory.

* "Qualified" here has been judicially construed to mean qualified to pilot the ship in question.

Where a qualified pilot supersedes an unqualified pilot the master is only obliged to pay one charge. Yet the unqualified pilot is entitled to something on account of what he has done. That something is therefore payable out of the charge of the qualified man who supersedes him. Any dispute arising as to the proportions of the charge which go to each of the two men must be settled by the pilotage authority.

Where Unqualified Pilots may Act.—There are three cases under the Merchant Shipping Acts in which an unqualified pilot may act without subjecting himself, or his employer, to any penalty. They are, first, when no properly qualified pilot offers himself, or signals his intention to do so; second, where necessity compels the master to take the best assistance available at the moment; and, third, the case where a vessel is to be moved about within the limits of a port and the employment of an unqualified man does not infringe the local regulations.

Pilotage Certificates for Ship's Officers.—Masters and mates may obtain pilotage certificates from the pilotage authorities on payment of certain fees and on passing a proper examination. Such certificates are available for a year and must then be renewed. They allow the holder to act as a qualified pilot within the district to which they refer, but only in respect of the ship, or ships, in respect of which it is granted. These, of course, include the ship of which the holder is officer, and they may also include other vessels belonging to the same owners.

Compulsory Pilotage.—Pilotage is compulsory on all home-trade passenger-ships, while navigating within the limits of any district for which pilots are licensed. For this reason, at least one officer on board such vessel usually has a pilotage certificate for the districts in which the vessel usually plies, so as to relieve her from the necessity of employing an outsider. One of the effects of this custom is to deprive the vessel, in cases of collision, of the opportunity of setting up a defence of "Compulsory Pilotage." For that defence—as will be seen in a moment—must rest on the fact that the vessel was at the time in charge of a person who was not the master nor one of the crew.

Where pilotage is compulsory, the non-employment of a pilot does not necessarily avoid the liability to pay the charges for the service; for if the master of a vessel, not being qualified himself or by his officer to act as pilot, continues to pilot the vessel himself after a qualified pilot has signalled to him, he is liable to a fine of double the amount of the pilotage that would have been payable to such pilot.

But the 605th section of the Merchant Shipping Act of 1894 makes an exception in favour of vessels passing through pilotage

districts when on a voyage between two ports, both situate outside such districts. Vessels so bound are not obliged to employ pilots in the district nor are they liable for charges in respect of them, provided they do not load or discharge within the district, nor at any place situate on the same river (or on its tributaries) as, but situate higher up than, the district.

It is exceedingly important that pilots should be employed where their employment is compulsory for the reasons I have stated as to penalties. But the question of compulsory pilotage becomes more important still in cases of collision. These casualties are most likely to occur in narrow waters and in the channels which focus upon busy ports, and the defence of compulsory pilotage is the only one which will avail a vessel whose manœuvres are considered to have contributed to such a casualty. The ship and her master and owner are liable for all the damage she causes or contributes to, according to the rule of law. But since the law itself insists that, in certain cases, a pilot (who is not the servant of those interested in the ship, and in whose choice they have no voice whatever) shall come aboard and take the direction of the vessel, there is very rightly an exception to the general rule of law here. Thus it comes about that where a vessel is by compulsion of law under the direction of a properly qualified pilot—that is to say, of a pilot who is qualified, according to the regulations of the local pilot authority, to take charge of the ship in question—and she by her default causes damage to another ship by collision, she is freed by law from the consequences of the wrongful act of the pilot. But for the reasons which have been given, the defence of compulsory pilotage is very closely scrutinised. The presumption of law is, in the first place, that the master is the responsible person on board the ship, and, in the second place, that the ship is responsible for all damage she occasions. These two presumptions are rebuttable by this defence, but those who set it up must be prepared to show that, at the time of the happening of the occurrence in question, the compulsion was in existence, and that the want of support from the crew to the pilot did not in any way contribute to the disaster.

A Defence in Collision Cases.—The ship which suffers from a collision through the fault of a pilot properly employed by compulsion of law does not necessarily lose all her rights to damages, for she can still proceed against the pilot. Of course, in practice this resort is seldom made, for the pilot is not usually a person from whom large damages could be recovered; and in a not very old case, where compulsory pilotage was pleaded as a defence, and the plaintiffs thereupon sought to join the pilot of

the defendant ship as a co-defendant with her, the Court of Appeal rejected the application, and the then Master of the Rolls (Lord Esher) characterised the suggestion as a mean one.

The question as to whether a pilot is, or is not, compulsorily employable, becomes most material indeed in deciding the rights and duties of the master of a ship, and yet the definition of the limits of the pilotage districts, even in this country, is in a most confused state. Pilotage districts have been erected by various statutes, and by other means, prior to the passing of the Merchant Shipping Acts. New districts have been carved out of previously existing ones, and the powers and duties of the one overlap and run together with those of the other. The case of the *Charlton*, tried in the beginning of 1895, is an instance. It related to the defence of compulsory pilotage in the Bristol Channel district. Bristol is a long existing port with an original district of very large dimensions. But the coal ports of South Wales have, since the days of steam, attained an importance which Bristol itself never reached in the old days, and they have therefore been given districts for themselves. The question in that case, where only one voyage and an admitted position were involved, appeared exceedingly difficult, and the determination of the liability or non-liability of the defendant ship brought into play an immense amount of legal and anti-quarian research. It is obviously impossible here, therefore, to assist the shipmaster in any attempt to define the places where in any particular voyage he may rightly entrust the pilotage of the ship to even a qualified pilot. He can only exercise the ever ceaseless vigilance which is required of the commander of a ship, and, if a casualty happen, leave the discussion of these abstruse questions to those whose business lies ashore.

Master's Duty.—The master's only relief from the responsibility for the safe navigation of his ship is, as has been seen, when he properly employs a duly qualified pilot. Yet even that relief is subject to some qualification, for the master is even then responsible for the seeing that the crew lend the pilot proper assistance by obeying his orders with due diligence and exactitude. The master must see that the helm orders are obeyed, that the engine-room telegraph is attended to, that the anchor is weighed or dropped promptly, and that look-out and leadsman do their respective duties. In sailing ships the crew must obey the orders as to ropes and sails. Moreover, there is a possibility that the pilot may prove himself obviously unequal to the task he has taken upon himself. He may, through ill-health or from the injudicious use of stimulants, prove that he is unfitted for the

responsibilities of the moment. Then it is the master's duty to depose him and to take charge of the vessel himself. In home waters, perhaps, such instances do not often occur. But abroad, where pilots are less carefully chosen, and less subject to authority, cases such as are here suggested are not infrequent. It is the master's duty to see that the pilot is competent and careful.

There are, of course, cases in which, though pilotage may be compulsory, a pilot may be unobtainable at the moment, and the master may be justified, in the exercise of his discretion, in proceeding without one. He will be justified in doing so only when he uses every possible precaution in his progress, and when he has good reason to apprehend serious dangers to the ship if he delay in the hope of getting a qualified pilot.

Pilot Flags.—It is essential, for the convenience and safety of all concerned, that pilot-boats should be easily recognised even by strangers, and accordingly the Merchant Shipping Act enacts that rules shall be made as to the flags and signals to be used in regard to this matter. In the first place, a pilot flag is defined as a flag of large dimensions in comparison with the size of the vessel flying it, and of two colours, red in the upper half and white in the lower. This has to be flown by the pilot-boat in a conspicuous position. The boat herself must be black, unless the local authority enjoins some other scheme of colour, and on her bows must be painted the number of her licence. This number must not be concealed. In cases where a pilot is taken off by a boat which is not regularly employed in the pilot service, care must be taken that the flag is shown. These regulations are, of course, intended to make it easy for the master to know where to look for his pilot. On the other hand, to protect the pilot against useless journeys, the master of a vessel is responsible for seeing that when he has a pilot on board for a district where pilotage is compulsory, or where he or one of his officers is duly qualified to pilot that vessel in that district, and the person qualified is so acting as pilot, his vessel flies a pilot flag as long as she is in the district.

As a protection against evasion and fraud, a penalty is constituted for those who wrongfully display pilot flags when they have not, but ought to have, pilots on board. And the same penalty is given against those who show a flag which is so like a pilot flag as to be likely to deceive those who observe it.

Pilotage Signals.—Certain signals for those who want the assistance of a pilot are now promulgated by Order in Council. Prior to the Merchant Shipping Act of 1894 they were embodied in the then existing Merchant Shipping Act. Any one who

displays, or allows to be displayed, a signal for a pilot when one is not needed, or who hoists any signal other than the one authorised for the purpose of summoning a pilot, is liable to a substantial penalty.

But this enactment does not interfere with the use of private signals registered with the Board of Trade, and approved by it as being of such a distinctive character as not to be likely to mislead any one into the belief that they are distress or pilot signals. The pilot signals formerly in use are re-enjoined by an Order in Council of date December 12, 1894. They consist of two sets of signals for use by day and also of two for use by night. The day signal may be either, a special flag to be hoisted at the fore (this flag consists of the Jack or other national colour usually worn by merchant ships, having round it a white border one-fifth of the breadth of the flag), or, in substitution for the above, the flags "P T" in the International Code.

At night the alternative signals are a blue light every fifteen minutes or a white light shown, for periods of about a minute at short intervals, just above the bulwarks.

The two day signals may be used separately or in combination, and the same remark is applicable to the use of the two night signals.

Use of National Flag.—Whilst dealing with these signals it may be well to notice the other regulations as to flags for other purposes.

The declaration of a ship's nationality to the customs officer is one of the conditions precedent to clearance, and it is the duty of that officer to insert the name of the nationality so declared in the bill of clearance.

The proper flag to be worn by British merchant vessels is the red ensign, and the use of that is enjoined upon all merchant ships. Leave may, of course, be given to particular persons to use other flags. A case in point is the blue ensign, which is worn by vessels commanded by officers of the Royal Naval Reserve. If British vessels fly unauthorised flags, commissioned naval or military officers on full duty, or consular or customs officers, may confiscate such colours, and the master or other person responsible (including the owner, if aboard) is liable to a fine of £500. This fine may be recovered in the High Court, or proceedings in respect of the offence may be taken summarily. In the latter case, £100 is the maximum penalty recoverable.

The master of a British ship is required, under a penalty of £100, to see that the national colours are hoisted on his ship whenever it is signalled to by a King's ship, or whenever it is entering or leaving a foreign port, or whenever it is entering or

leaving a British port. But the fulfilment of the last requirement does not extend to the case of vessels whose gross tonnage does not exceed fifty tons, or to fishing-boats which have complied, in the matter of registration, numbering, and lettering, with the requirements of the Merchant Shipping Act in regard to fishing vessels.

Foreigners may not Use it.—Foreign vessels, or vessels which are owned by persons who are not qualified to own British ships, may not use the flag for the purpose of making it appear that they are British ships, under pain of forfeiture. The assumption of the British colours will, however, be allowed where proof can be made that the act was done to avoid capture by an enemy.

Penalty for Concealing Nationality.—What more concerns our view is the fact that, where an attempt is made to conceal the character of a British ship from any person entitled under British law to inquire into it, the master is liable to fine and the ship to forfeiture.

Distress Signals.—There are four alternative signals for use by day and the same number for use by night. They are—

For use in the Daytime—

- (1) A gun, or other explosive signal, fired at intervals of about a minute.
- (2) The International Code signal of distress, indicated by N C.
- (3) The distant signal, consisting of a square flag, having either above or below it a ball, or anything resembling a ball.
- (4) A continuous sounding with any fog-signal apparatus.

For use at Night—

- (1) A gun, or other explosive signal, fired at intervals of about a minute.
- (2) Flames on the vessel (as from a burning tar-barrel, oil-barrel, &c.).
- (3) Rockets or shells, throwing stars of any colour or description, fired one at a time, at short intervals.
- (4) A continuous sounding with any fog-signal apparatus.

The use of such signals, when aid is not required, will involve the master of the ship which displays them in a liability to compensate those who answer them, for their labour, risk, or loss arising from their action in going out to assist.

Ordinary Ship's Signals.—There are also the ordinary lights to be carried by sailing vessels and steamers under various circumstances for the purpose of avoiding collisions at sea. The present rules came into force on 1st July 1897, and are universally obeyed by the ships of all maritime nations, being enforced upon its own ships by every one of these countries. These rules deal with sound signals as well as with lights. The discussion of them would involve the whole of the legal questions arising out of the law of collisions at sea. Space will not

admit of their treatment here, and the understanding and obedience to the rules are, in the first instance, more questions of navigation than of law.

The proper lights and appliances for sound signals must, however, be carried as part of the vessel's outfit, and official surveyors of ships must be allowed to examine them. These officers, if they consider the lights and appliances wanting in any respect, will give the master notice in writing of the defects observed and will require him to remedy them.

Light Dues.—The lighthouses on the coasts of the United Kingdom are maintained by light dues which are leviable in respect of merchant ships, British or foreign, which have the advantage of their existence. The machinery for the collection and distribution of the dues and for the maintenance of the lights does not concern us here. All that the shipmaster needs to know is that light dues are leviable, and what they are. Tables of the dues and copies of the regulations concerning them, in force for the time being, are posted at all the custom-houses in the United Kingdom, and although the dues leviable in respect of a certain voyage may be eventually payable in respect of lights under different general lighthouse authorities, yet, for convenience, the person who collects dues at any British port does so on behalf of all the authorities concerned. The liability for the payment of these dues attaches in the first instance to the shipowner or master. But there is also (as in the case of pilotage rates) a liability in such consignees or agents in the ports of arrival or discharge as shall have paid, or made themselves liable to pay, any other charge on account of the ship. And such persons have a right to reimburse themselves for payments made on this account, and for reasonable expenses in connection therewith, out of the money which comes to their hand on account of ship or of owner.

Not only can the light dues be recovered like fines under the Act, but there is also given to the collector a right to distrain upon the vessel and upon anything on board of her, whether belonging to the owner or not, if the dues be not paid on demand. He is entitled to keep the distress so taken till the dues are paid. And if such payment be not made within three days, he can, after the fulfilment of certain requirements, sell the distress and, out of the proceeds, satisfy the debt and reimburse himself for the costs of distraining and sale.

As the receipt for the payment of light dues is given to the person who pays them, and as it must be produced when clearance is sought, the master must remember to obtain it in due time to avoid delay in sailing.

CHAPTER XIV.

THE MASTER'S DUTY UPON ARRIVAL AT THE PORT OF DISCHARGE.

CONTENTS.—A "Safe" Port—Steps to be taken on Arrival—Lists to be given in—As to the Official Log—The Master's Protest—The Master in relation to the Laws of Foreign Countries.

A "Safe" Port.—Where a vessel's contract is to go to a "safe port where she may lie always afloat," and the port to which her orders call upon her to go is not such as falls within that description, the master is justified in taking her to the nearest port which satisfies that designation. There is a not very modern case which lays it down that, if, on reaching a port at which orders for discharge are to be received, and none are there found, the master is not bound to communicate with the charterer, but, after waiting for a reasonable time, may proceed to any of the ports of discharge named in the charterparty. In these days of cheap telegrams and rapid delivery of letters it may be a little questionable if such a decision would be strictly followed by the Courts, and it would be advisable for the master to take no step without communicating with either the charterer, or, at least, with his owners, or better, with both.

Steps to be taken on Arrival.—When the final port of discharge is reached the master's duty is, as soon as may be, to communicate with his owners. He must then make preparations for discharging his crew and for landing his cargo. As to his crew, he must remember that he is still responsible for the safety of his ship, and must retain a sufficient number of men aboard to work her in any probable state of weather or under any accident which should reasonably be within his contemplation. As long as she be not docked, he ought to keep a sufficient number of men on board to let go, or to heave, an anchor, at the least.

Within forty-eight hours after arrival at the final port in the United Kingdom from a foreign voyage, or upon the discharge of the crew (whichever happens first), the master must deliver the agreement with the crew to the superintendent, and,

in return, receive a certificate of such delivery. This certificate of delivery must be produced before clearance inward may be granted.

Lists to be given in.—Certain lists have also to be given in. These lists have been briefly referred to in the remarks upon casualties. For the master must always deliver them, no matter how the voyage terminate.

They are to be delivered by the master of every foreign-going British ship (even if registered in colonial possessions abroad) which discharges its crew at a port in the United Kingdom. They are also due from the master of every home-trade ship.

These must tell :

- (1)* The number and date of the ship's register, and her registered tonnage.
- (2) The length and general nature of the voyage or employment.
- (3) The christian-names, surnames, ages and places of birth, of all the crew, including the master and apprentices ; their qualities on board, their last ships or other employments, and the dates and places of their joining the ship.
- (4) The names of any members of the crew who have died, or otherwise ceased to belong to the ship, with the times, places, causes, and circumstances thereof.
- (5) The names of any members of the crew who have been maimed or hurt, with the times, places, causes, and circumstances thereof.
- (6) The wages due to any of the crew, who have died, at the times of their respective deaths.
- (7) The clothes, and other effects, belonging to any of the crew who have died, with a statement of the manner in which they have been dealt with, and the money for which any of them have been sold.
- (8) Every marriage which takes place on board, with the date thereof, and the names and ages of the parties.

In the case of foreign-going ships the limit in time for the delivery of these lists to the superintendent is similar to that allowed for the delivery of the agreement with the crew, and the production of a certificate of delivery is here, too, a precedent to clearance.

In the case of home-trade ships these lists must be delivered half-yearly within the first three weeks of the months of January and of July.

As to the Official Log.—Within the same time as is limited in the case of the foregoing documents the master of a foreign-going ship must deliver to the superintendent his official log.

* The words quoted are from the old Act of 1854. The Consolidation Act of 1894 re-enacts the former provision, but in (3) it improves the language by substituting the word "ratings" for "qualities."

And the master of a home-trade ship must deliver his log at intervals of six months and within the first three weeks of the new half-year. A return of births and deaths (if any) has also to be delivered in home-coming ships to the Registrar-General of Shipping and of Seamen. When such return has to be delivered abroad it must, in British possessions, be delivered to a shipping-master, and to a British consul in foreign ports.

The Master's Protest.—The master on arrival at port, whether it be a port of refuge, or the port of destination, goes to the office of a notary and there makes a note, or protest, which he signs in the presence of that official.

In the ordinary course such protest contains an account of the vessel (sufficient for the purpose of identification) and of the voyage, with the port of departure, nature of the cargo, and date of arrival. If there has been any unusual incident, such as exceptionally heavy weather, this should be described, in case the cargo should prove damaged or the vessel be strained. So, too, the putting into any intermediate port, if such has been necessary, should be mentioned, and any other extraordinary occurrence which has happened, and the measures adopted to meet it, should be detailed.

The note, or protest, generally consists of two parts: one, as it were, historical, or recitative, of the experience of the vessel by the master; and the other, protesting against the injury, loss, or damage which may have been sustained. The latter part is signed by the master or notary or both. The notary appends to the whole a formal certificate of entry. This is made under his hand and seal, and the date on which the protest is made is given.

It is usual to make such a protest within forty-eight hours of arrival. But if any delay has been made in entering it, it is best to add a memorandum giving the reasons why it could not be made sooner. The shipowner, consignee, and cargo-owner have a right to demand a protest from the shipmaster or from members of his crew; but if the cargo-owners or consignees do so, the expenses must be defrayed by them.

The master must remember that such a protest is an admission on his part, and may be therefore used in evidence against him. Protests are more used abroad than at home, though in this country they are useful for purposes of average adjustment. Where there is no notary available, a magistrate or British official can act in the capacity of notary; but where such persons act, it is well to make and take away a copy of the protest certified by the official.

Protests are also made against the master for alleged mis-

conduct, such as drunkenness, or for irregularity (such as refusing to sign bills of lading in desired form), or for alleged delay in proceeding to sea.

By the master they may be made for delay in loading or discharge beyond the lay-days stipulated.

The Master in Relation to the Laws of Foreign Countries.

—We have seen something in the foregoing pages of the exceedingly careful way in which the British Government has provided a check for every movement and a permission for every act of the British shipmaster, but we have not seen, and cannot see, anything here of the very great body of foreign law which bears upon the same individual. The law of each country is different. Something of this was seen in the remarks we made on the different legal principles involved in the case of “both to blame,” in collision cases. That “both to blame” is a comparatively simple matter, and there does not seem any very great opening for much variation in practice; but when we come to more complex matters, and to petty detail instead of broad principles, the position is much aggravated. Not only are there foreign laws, but there are various colonial ordinances which must be obeyed.

There seems little hope that the shipmaster who visits a foreign port for the first time will ever really be able to appreciate all his responsibilities and duties. Yet that is no reason why he should be discouraged—no reason why he should get into difficulties. We have seen as we went along that, though on occasion nice questions of law may be raised as to who may at the moment be the person for whom the master is acting, the question does not in the least affect the shipmaster's duty. His duty, when acting for others, is to act carefully and reasonably and without partiality or extravagance; so, when he gets into foreign ports, his duty is again to act reasonably, and, above all, to avoid concealment. “When in doubt, make a report,” might almost be the summing-up of the advice to shipmasters in contact with foreign regulations.

APPENDIX I.

TABLE SHOWING THE REQUIREMENTS AS TO SEA SERVICE
NECESSARY TO QUALIFY FOR CERTIFICATES OF COM-
PETENCY.*Note.**

Services in Square-rigged Sailing Vessels.—A candidate for an ordinary certificate of any grade who has not previously held an Ordinary Certificate of a lower grade, must prove that he has served twelve months in the Foreign Trade or eighteen months in the Home or Coasting Trade in a square-rigged sailing vessel.†

Nature of Certificates.—Where foreign-going certificates are required to be held to qualify candidates for examination, they may be either the Ordinary Certificates or those for fore-and-aft-rigged vessels or for foreign-going steamships.

ORDINARY CERTIFICATES FOR FOREIGN-GOING SHIPS.

Rank.	Mini- mum Age.	Total Sea Service (Years).	Officer's Service in Merchant Vessels.		
			Years.	Lowest Capacity.	Lowest Certificate (if any) required.
2nd Mate	17	4	—	No Officer's service required.	Nil.
Only Mate	19	5	—	No Officer's service required.	Nil.
1st Mate	19	5	1	3rd or 4th Mate in Foreign Trade <i>in charge of Watch.</i>	2nd Mate Foreign- going.
			1½	Or Only Mate in Home or Coasting Trade.	2nd Mate Foreign- going or Home-Trade Mate.
			1	Or Pilot with 1st Class Pilot's Certi- ficate.	Nil.

* The Regulations of 1894 contained the following provision, which is now abolished :
"RECENT EXPERIENCES AT SEA.—No candidate will be allowed to be examined for any
GRADE OF CERTIFICATE unless he has served at sea two years, either in the Home,
Coasting, or Foreign Trade, within the last six years, of which six months must have
been within the last three years immediately preceding the date of his application to
be examined."

† The Regulations of 1894 provided that this service was to have been *within the last
five years*. BUT THOSE LAST ISSUED (IN THE YEAR 1900) ARE SILENT ON THIS POINT.

ORDINARY CERTIFICATES FOR FOREIGN-GOING SHIPS—*continued.*

Rank.	Minimum Age.	Total Sea Service (Years).	Officer's Service in Merchant Vessels.		
			Years.	Lowest Capacity.	Lowest Certificate (if any) required.
Master .	21	6	1	Only Mate in Foreign Trade .	Only Mate Foreign-going. Only Mate Foreign-going.
			1½	Or Only Mate in Home or Coasting Trade. <i>And in addition, unless the above service was performed with a First Mate's Foreign-going Certificate, he will also be required to prove one of the following services prescribed for that grade.</i>	
			1	3rd or 4th Mate in Foreign Trade in charge of Watch.	2nd Mate Foreign-going.
			1½	Or Only Mate in Home or Coasting Trade.	2nd Mate Foreign-going or Home-Trade Mate.
			1	Or Pilot with 1st Class Pilot's Certificate.	Nil.
		6½	1	Or he must have served 2nd Mate in Foreign Trade .	1st Mate Foreign-going. 2nd Mate Foreign-going.
			1½	<i>And in addition</i> 3rd or 4th Mate in Foreign Trade in charge of Watch.	
		9*	3	Or he must have served Master in Home or Coasting Trade.	2nd Mate Foreign-going or Master Home-Trade for one year of such service.
			1	Or Master in Home or Coasting Trade.	
			3	<i>And in addition</i> Mate in Home or Coasting Trade	
Extra Master .	—	—	—	Same as Master.	Do.

* If all the service was in Home or Coasting Trade.

CERTIFICATES FOR FOREIGN-GOING FORE-AND-AFT-RIGGED VESSELS.

Rank.	Mini- mum Age.	Total Sea Service (Years).	Officer's Service in Merchant Vessels.		
			Years.	Lowest Capacity.	Lowest Certificate (if any) required.
2nd Mate Only Mate 1st Mate Master	}	Same as for Ordinary Certificates; except that no service in <i>square-rigged Sailing Vessels</i> is required.			

CERTIFICATES FOR "FOREIGN-GOING" STEAMSHIPS.

2nd Mate Only Mate 1st Mate Master Extra Master	Same as for Ordinary Certificates; except that the service <i>Officer</i> must have been performed in a <i>Steamship</i> and that no service in <i>square-rigged Sailing Vessels</i> is required.				
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CERTIFICATES FOR HOME-TRADE PASSENGER-SHIPS.

Mate	19	4	—	No Officer's service required	Nil.
Master	20	5	1	Only Mate	Mate Home Trade or Only Mate Foreign-going.
			2½	Or 2nd Mate <i>in charge of Watch</i>	Mate Home Trade or 2nd Mate Foreign-going.
			1	Or As Pilot with 1st Class Pilot's Certificate.	Nil.

APPENDIX II.

SUBJECTS FOR EXAMINATION FOR CERTIFICATES OF COMPETENCY.

* *. The arrangement and wording of the present rules are quite new, but the only fresh matter *in substance* is printed in *italics*, or noted as fresh.

THESE Rules came into force on 1st January 1898, and supersede the previous Regulations (which came into force on 1st March 1894). Further slight alterations were made in 1900, and the changes thus introduced are noted in small capitals.

Note.—Ordinary Certificates will entitle the holders to go to sea as mates or masters of any vessels, sailing or steam.

Second Mate, Ordinary. Examination in Navigation.—A candidate for a second mate's certificate will be required—

- (a) To write a legible hand and spell correctly. *This will be tested by NOT LESS THAN a quarter of an hour's dictation.*
- (b) To write a short definition of various astronomical and other terms, *and to draw a rough sketch or diagram to illustrate their meaning.*
- (c) To show a competent knowledge of the first five rules of arithmetic, and the use of logarithms.
- (d) To work a day's work complete, correcting the courses for leeway, deviation, and variation.
- (e) To find the latitude by the meridian altitude of the sun.
- (f)* To work any practical problem in parallel sailing.
- (g)† To find the true course and distance from one given position to another by Mercator's method; also the compass course, the variation and deviation being given.
- (h) To find the time of high water at a given port.
- (i) To find the true amplitude of the sun and the error of the compass therefrom; also the deviation, the variation being given.
- (j)‡ To find the longitude by chronometer from altitude of the sun by the usual methods, computing the daily rate of chronometer from errors observed when required; *also to find the true azimuth of the sun and the error of the compass; and the deviation, the variation being given.*
- (k)‡ To find the true azimuth of the sun by the "Time Azimuth" Tables; the error of the compass; also the deviation, the variation being given.
- (l)§ To find on either a "true" or "magnetic" chart,|| the course to

* The previous rules put it "To find . . . the difference of longitude from a given departure by parallel sailing."

† Formerly "To find the course and distances from one position to another by Mercator's method."

‡ (j) and (k) These are great extensions of the old rules.

§ (l) is new.

|| The SHORT terms "true" and "magnetic" are used throughout the Regulations to

steer and the distance from one given position to another; to find the ship's position on the chart from cross-bearings of two objects; from two bearings of the same object, the course and distance run between taking of the bearings being given; also the distance of the ship from the object at the time of taking the second bearing.

He will be required to answer *vivâ voce* questions on the following subjects—

- (m) The use and adjustments of the sextant, read off and on the arc and the mode of finding the index error by both horizon and sun.
- (n) The International Code of Signals.
- (o) *The construction, use, and principle of the barometer, thermometer, and hydrometer.*
- (p) *Weights and measures.*

Examination in Seamanship.—He must understand and give satisfactory answers on the following subjects:—

- (a) The standing and running rigging of ships.
- (b) Bending, unbending, setting, reefing, taking in, and furling sail.
- (c) Sending masts and yards up and down, &c.
- (d) Management of a ship when under canvas.
- (e) Management of ship's boats in heavy weather.
- (f) Dunnaging and stowing cargo, &c.
- (g) The Rule of the Road as regards both steamers and sailing vessels, their regulation lights and fog and sound signals.
- (h) The signals of distress, and the signals to be made by ships wanting a pilot, and the liabilities and penalties incurred by the misuse of these signals.
- (i) The marking and use of the lead and log lines.
- (j) The use and management of the rocket apparatus in the event of a vessel being stranded.
- (k) Any questions of a like nature appertaining to the duties of a second mate that the examiner may think necessary to ask.
- (l) Also questions on the additional subjects which are specified in the rules of examination for second mate's certificates of competency for foreign-going steamships.

Only and First Mate, Ordinary. Examination in Navigation.—A candidate for an only or first mate's certificate will be required—

- (a)* To work out any **three** of the nautical problems prescribed for the second mate's examination which may be given him by the examiner, in addition to the chart paper (1), and the *Oral* subjects (m, n, o, p) prescribed for that grade.
- (b) *To compute the time at which a given star will be on the observer's meridian (occasionally by inspection).*
- (c) *To describe where tables giving the names of the principal stars passing the meridian may be found.*
- (d) *To describe where the meridian passage of the principal planets may be found.*
- (e) *To determine what bright stars will be within an hour, or more, of the observer's meridian, above the pole and above the horizon, at any*

indicate charts which have compasses engraved upon them, showing the true or magnetic points of the compass respectively.

* This states the old requirement that "in addition to the qualifications required for a second mate, an Only and First Mate must . . ." in somewhat more formidable language. As the requirements from Second Mates are increased, this provision, of course, increases the severity of the tests applied to candidates for the higher grade certificates.

given time; also the hour angle, east or west, of each of the stars, and whether to the north or south of the observer's zenith when passing the meridian.

- (f) *To describe any maps or diagrams which the candidate knows and prefers for further facilitating the recognition of the stars and planets.*
- (g) *To compute the approximate meridian altitude of one of the stars just found, for setting the sextant.*
- (h) *To find the latitude from the meridian altitude of the same star.*
- (i) *To find the longitude by chronometer by altitude of a star.*
- (j) *To find the true azimuth of a star by the "Time Azimuth" Tables, and to get the deviation therefrom.*
- (k) *To find the latitude by ex-meridian altitude of the sun or a star.*
- (l) *To find the line of position and the true bearing of the sun, and the ship's position, by Sumner's method by projection.*
- (m) *To answer certain questions relative to cyclones or revolving storms.*

He will be required to answer **vivâ voce** questions on the following subjects:—

- (n) *How to keep a ship's log-book.*
- (o) *How to calculate the capacity of a given bunker or hold.*
- (p) *How to calculate a freight and its commissions.*

Examination in Seamanship.—In addition to the qualifications required for a second mate's certificate, an only mate or first mate will be required to show a knowledge of the following subjects—

- (a) *Shifting large spars, rigging shears, taking lower masts in and out.*
- (b) *How to moor and unmoor ship; to keep a clear anchor; and to carry out an anchor.*
- (c) *How to manage a ship in stormy weather, and to cast a ship on a lee shore.*
- (d) *How to secure the masts in the event of accident to the bowsprit.*
- (e) *How to rig purchases for getting heavy weights, anchors, machinery, &c., in or out.*
- (f) *How to dispose various kinds of cargo and weights in a stiff, and in a tender ship.*
- (g) *The ventilation of holds and the stowage of explosives.*
- (h) *How to rig a sea-anchor, and what means to employ to keep a vessel, disabled or unmanageable, out of the trough of the sea, and lessen her lee drift.*
- (i) *How to get a cast of the deep-sea lead in heavy weather.*
- (j) *Accidents, and how to deal with them.*
- (k) *Any other questions appertaining to the duties of an only or first mate which the examiner may think necessary to ask.*
- (l) *Also questions on the additional subjects which are specified in the rules of examinations for only and first mate's certificates of competency for foreign-going steamships.*

Master, Ordinary. Examination in Navigation.—A candidate for an Ordinary Master's certificate will be required to work out any twelve of the nautical problems prescribed for the grades of Second and First Mate that may be given him by the examiner, in addition to the chart * paper, the cyclone * paper and the oral * subjects prescribed for the grades of second and first mate. He will also be required—

* These matters being fresh for lower grades are also fresh for the master. But the provision requiring the master to be ready to submit himself for examination in all lower-grade subjects is old.

- (a)* To find the latitude by the altitude of the *Polar star* at any time.
- (b) To find the latitude by the meridian altitude of the moon.
- (c) To find the magnetic bearing of any fixed object when at sea or at anchor from bearings of the object taken with the ship's head on equidistant compass points, and to compute the deviation therefrom; to construct a deviation curve upon a Napier's diagram which will be furnished by the examiner, and show that he understands its practical application: to give satisfactory written and oral answers to certain practical questions as to the effect of the ship's iron upon the compasses, and the method of determining the deviation, and show how to compensate the deviation by magnets and soft iron by the aid of Beall's Compass Deviation scope.
- (d) To find on a chart the course to steer by compass in order to counteract the effect of a given current, and to find the distance the ship will make good towards a given point in a given time; and to work out practically the correction to apply to soundings taken at a given time and place to compare with the depth marked on the chart.

He will be required to answer *viva voce* questions on the following subjects:

- (e)† The law as to the engagement and discharge and management of the crew and the entries to be made in the official log.
- (f) How to prevent and check an outbreak of scurvy on board ship.
- (g) The law as to load-line marks, and the entries and reports to be made concerning them.
- (h) Invoices, charterparty, bills of lading, Lloyd's agent, nature of bottomry, bills of exchange, surveys, averages, &c.
- (i) The prevailing winds and currents of the globe.
- (j) The trade routes.
- (k) Tides.

Examination in Seamanship.—In addition to the qualifications required for the grades of second and first mate, an ordinary master will be required to show a knowledge of the following subjects:—

- (a) Construction of jury rudders for both wooden and iron vessels, also rafts.
- (b) Resources for the preservation of the ship's crew in the event of wreck.
- (c) Management of ship in heavy weather.
- (d) Rescuing the crew of a disabled vessel.
- (e) Steps to be taken when the ship is on her beam-ends, or in any danger or difficulty, or disabled or unmanageable and on a lee shore.
- (f) Heaving a keel out.
- (g) How to proceed when placing a ship in dry dock, and directing repairs, and when putting into port in distress with damage to cargo and ship.
- (h) Any other question of a like nature appertaining to the management of a ship which the examiner may think it necessary to ask.
- (i) Also questions on the additional subjects which are specified in the rules of examination for masters' certificates of competency for foreign-going steamships.

* This formerly read "to compute the latitude from the meridian altitude of a star," &c.

† (e) (f) (g) (h) These matters are not absolutely new. They were, however, treated under the head of "Seamanship" previously.

Certificates for Foreign-going Fore-and-Aft-Rigged Vessels.

Certificates for the grades of master, first mate, only mate, and second mate of fore-and-aft-rigged vessels will be issued to candidates who have not complied with the regulation which requires them to have served at least one year in square-rigged sailing vessels,* or who prove in course of examination that they are ignorant of the management of square-rigged ships. In other respects the qualifications for examination for such certificates are the same as for ordinary certificates.

Note.—The examination for the various grades of above-mentioned certificates is the same as that for ordinary certificates of the same grade except that in seamanship a knowledge of the management of square-rigged vessels is not required.

A certificate for fore-and-aft-rigged vessels will not entitle the possessor to act in any case in which a certificate for square-rigged vessels is required. Amongst square-rigged vessels are classed full-rigged ships, barques, brigs, barquentines, brigantines, and steamships carrying square sails.

A candidate possessing a certificate for fore-and-aft-rigged vessels, and desiring to be examined for an ordinary certificate, must prove that he has served at sea at least one year in a square-rigged sailing vessel, unless he has previously held an ordinary certificate of a lower grade.

Certificates for Foreign-going Steamships.

Certificates applying only to steamships are issued to candidates who are either unable to comply with the regulation which requires them to have passed one year in square-rigged sailing vessels or who prove in course of examination that they are ignorant of the management of square-rigged sailing vessels. *All the qualifying officers' service for these certificates must have been performed in steamships.* THESE CERTIFICATES WILL ENTITLE THE HOLDERS TO GO TO SEA AS MASTERS OR MATES OF FOREIGN-GOING STEAMSHIPS, BUT WILL NOT ENTITLE THEM TO GO TO SEA AS MASTERS OR MATES OF FOREIGN-GOING SAILING SHIPS.

THERE WILL BE NO DISTINCTION IN THESE CERTIFICATES BETWEEN FORE-AND-AFT STEAMSHIPS AND SQUARE-RIGGED STEAMSHIPS.

Second Mate in Steamships.—The service and qualifications required are the same as those from candidates for ordinary certificates. So is the knowledge of **Navigation**. But the knowledge of seamanship required differs; thus, as to—

Seamanship.—The candidate must understand, and be able to give satisfactory answers on, the following subjects:—

- (a) The standing and running rigging of steamships.
- (b) Bending, unbending, setting, reefing, taking in and furling sail.
- (c) Sending masts and yards up and down, &c.
- (d) Seeing everything in readiness and clear for getting under way, and the precautions to be then observed with regard to engines, propeller, &c.
- (e) Management of a steamship when under canvas.
- (f) Management of a ship's boat in heavy weather.
- (g) Dunnaging and stowing cargo, &c.
- (h) The Rule of the Road as regards both steamers and sailing vessels, their regulation lights and fog and sound signals.
- (i) Signals of distress, and signals to be made by ships wanting a pilot,

* Formerly the Regulation required proof of such service "*within the last five years,*" but this obligation is withdrawn.

and the liabilities and penalties incurred by the misuse of these signals.

- (j) The marking and use of the lead and log lines.
- (k) The construction, use, and action of the sluices, and of the water-ballast tanks.
- (l) Engine-room telegraph, &c.
- (m) Use and management of the rocket apparatus in the event of a vessel being stranded.
- (n) Any other questions of a like nature appertaining to the duties of the second mate of a steamship which the examiner may think necessary to ask.

First and only Mate in Steam.—Age, service and **Navigation** are the same as for ordinary certificates, save that no service in square-rigged vessels is required, and that the candidate for a first mate's certificate must have served in steamships.

Examination in Seamanship.—In addition to the qualifications required for a second mate's certificate, an only or first mate will be required to show a knowledge of the following subjects:—

- (a) Shifting large spars; rigging shears; and taking lower masts in and out.
- (b) How to moor and unmoor ship; keep a clear anchor; and to carry out an anchor.
- (c) Management of a steamship in stormy weather.
- (d) How to rig purchases for getting heavy weights, anchors, machinery, &c., in and out.
- (e) *How to dispose various kinds of cargo and weights in a stiff, and in a tender vessel.*
- (f) Ventilation of holds, and the stowage of explosives.
- (g) The effects of the screw race upon the rudder; and the effect produced on the direction of the head of the ship by going (ahead), (astern), with a (right) (left) handed screw when the rudder is (ported) (starboarded); *also, the effect of twin screws under the same conditions, and when going ahead with one and reversing the other, &c. &c.*
- (h) How to rig a sea-anchor, and what means to employ to keep a steamer, with her machinery disabled, out of the trough of the sea, and to lessen her lee drift.
- (i) How to turn a steamship short round.
- (j) How to get a cast of the deep-sea lead in heavy weather.
- (k) Any other questions of a like nature appertaining to the duties of a first mate of a steamship which the examiner may think necessary to put to him.

Master, Steamships.—The qualifications as to age and service are the same as for a master's ordinary certificate for a foreign-going ship, excepting that the service required as officer must have been performed in steamships, and that no service in square-rigged vessels is required.

Examination in Navigation.—The examination in navigation for a master's certificate for foreign-going steamships will be precisely the same as that prescribed for an ordinary master's certificate.

Examination in Seamanship.—In addition to the qualifications required for the grades of second and first mate, a master will be required to show a knowledge of the following subjects:—

- (a) Construction of rafts and jury rudders suitable for screw steamships.
- (b) The preservation of the ship's crew in the event of wreck.
- (c) Management of steamships in heavy weather.
- (d) Rescuing the crew of a disabled ship.

- (e) Steps to be taken when a vessel is on her beam-ends, or disabled and on a lee shore.
- (f) How to use steam appliances in the event of fire.
- (g) The best arrangement for towing vessels under different circumstances.
- (h) Placing ship in dry dock; directing repairs; and the mode of procedure when putting into port in distress with damage to cargo and ship.
- (i) Any other questions of a like nature appertaining to the management of a steamship which the examiner may think necessary to put to him.

Note.—It will be well here to regard the *viva voce* questions under the head of "**Navigation**," with which the candidate for an ordinary master's certificate must be prepared to deal. These chiefly relate to subjects which were formerly grouped under the head of **Steamship**, and, though there may not be much fresh amongst them, the change of position may lead some persons to think them altogether dropped.—B. W. G.

Steamship Certificates, how Changed.—A candidate possessing a certificate for foreign-going steamships, and desiring to be examined for an ordinary certificate, must prove that he has served at sea at least one year* in a square-rigged sailing vessel, unless he had previously held an ordinary certificate of a lower grade.

Certificates for Home-Trade Passenger Ships.

Mate.—The candidate for a mate's certificate must write a legible hand and spell correctly, and understand the first five rules of arithmetic, both simple and compound. He must be able to take a bearing by compass, be conversant with the use of Mercator's Chart, and be able to find, on either a "true" or a "magnetic" chart, the course to steer and the distance from one given position to another; to find the ship's position on the chart from cross bearings of two objects, and from two bearings of the same object, the course and distance run between taking the bearings being given; also the distance of the ship from the object at the time of taking the second bearing. He must also pass an examination in the International Code of Signals.

Examination in Seamanship.—He must possess a thorough knowledge of the Rule of the Road as regards both steamers and sailing vessels, their regulation lights, and fog and sounds signals. He must be able to describe the signals of distress, and the signals to be made by ships wanting a pilot, and the liabilities and penalties incurred by a misuse of these signals; also the use and management of the rocket apparatus in the event of his vessel being stranded. He must be able to mark and use the lead and log lines, to moor and unmoor a vessel, and to manage a ship's boat in heavy weather, &c. He must also understand the construction, use and action of the bulkhead sluices, the engine-room telegraph, &c., and to answer any other questions of a like nature appertaining to the duties of a mate of a home-trade passenger-ship which the examiner may think proper to put to him.

Master, Home Trade.—The candidate must be not less than twenty years of age, and have served five years at sea, of which—

- (a) One year must have been in a capacity not lower than that of only mate of a home-trade or coasting vessel, whilst holding a mate's

* Formerly the Regulation required proof of such service *within the last five years*, but this obligation is withdrawn.

certificate for home-trade passenger-ships, or an only mate's certificate for foreign-going vessels ;

(b) *or*, two and a half years must have been in a capacity not lower than second mate of a home-trade or coasting vessel *in charge of a watch*, whilst holding a mate's certificate for home-trade passenger ships, or a second mate's certificate for foreign-going vessels ;

(c) *or*, one year must have been as pilot with a first-class pilot's certificate.

Examination in Navigation.—The candidate, in addition to the qualifications required of a mate of a home-trade passenger-ship, will be required to find on a chart the course to steer by compass in order to counteract the effect of a given current, and to find the distance the ship will make good towards a given point in a certain time, and to work out practically the correction to apply to soundings taken at a given time and place to compare with the depth marked on the chart, &c. He will also be required to understand the use of the quadrant, and to be able to observe with it, to read *off* and *on* the arc, and to find the index error by the horizon. He will also be required to find the latitude by a meridian altitude of the sun, and to give written answers to certain practical questions on the subject of the deviation of the compass.

Examination in Seamanship.—In addition to the qualifications required of a mate of a home-trade passenger-ship, a master must understand how to rig a sea-anchor, and what means to apply to keep a steamship with machinery disabled out of the trough of the sea ; also how to get a cast of the lead in heavy weather, &c. He will also be examined as to his resources for the preservation of the crew and passengers in the event of wreck, and the steps to be taken if his vessel is disabled and drifting towards a lee shore, and will be required to answer any other questions appertaining to the management of a home-trade passenger-ship which the examiner may think necessary to put to him.

Note I.—The requirements from the candidates for home-trade certificates are the same as they were under the former regulations.

Note II.—The Board of Trade also examines for extra master's certificates. But these and the yacht certificates are purely voluntary, and need not therefore be gone into here ; nor need the regulations for the other voluntary examinations in compass deviation or in steam be noticed.

APPENDIX III.

SUGGESTED CLAUSE TO BE INSERTED IN AGREEMENTS WHEN
THE MASTER INVESTS IN THE SHIP HE IS TO COMMAND.

AND it is hereby further agreed between the said Messrs. A. B. & Co. and the said C. D. that the latter is, before he assumes command of the good ship F., to pay to them the sum of £ for one sixty-fourth of (or for shares in) the said ship. And it is further agreed that if the said C. D. shall at any time be dismissed by the said A. B. & Co. they shall, within three months of the date upon which they gave to the said C. D. notice of the termination of his agreement with them, repay to him the value of his investment in the said ship. And it is further agreed between the said parties that the value of such investment, if in dispute, shall be arrived at by arbitration. The arbitrators to decide the said matter shall be two shipbrokers carrying on business in London or Liverpool, who shall not be connected with the same firm. One arbitrator to be named by the shipowner and one by the master. In case of difference between the arbitrators named, the decision shall rest with an umpire to be chosen by the arbitrators. The said arbitrators and umpire, if any, shall consider the values as on the date on which the notice of termination of the agreement was given by the said Messrs. A. B. & Co. But it is hereby agreed that, if the said C. D. desire it, he shall, either within a calendar month of the receipt of the said notice or within a calendar month of the award arrived at as above stated, be allowed to declare that he will continue his investment in the said ship and shall give notice in writing to the said Messrs. A. B. & Co. of his intention so to do.

In reference to the subject dealt with by the clause which I propose, it may be well that masters should remember one or two points. The insertion of such a clause as I suggest would by no means ensure in every case to them the eventual return of their investment. That would be quite an impossibility. The man who invests his capital in shipping must take the risks of shipping. The loss of the ship is almost invariably provided for by insurance, and a stipulation is generally made that the managing owners shall insure the property for the benefit of all concerned. But the course of the markets may depreciate the value of the ship or cause her working to be carried on at a loss. The managing owners may neglect to insure the vessel in spite of their agreement to do it, and it may turn out to be impossible to recover from them on account of the loss occasioned by their omission.

Again, the vessel may be mortgaged. Then, of course, the rights of the mortgagees are prior to those of the shareholders, and the latter are only

entitled to divide amongst themselves what remains after the mortgage debt is satisfied. With a certain class of shipowner it may be that there will be a risk that the money may not be forthcoming for reasons altogether apart from the circumstances connected with the individual ship with which the master himself is concerned.

In such cases it may be very expensive or even impossible to recover it. The respectable shipowners feel as strongly as any one the existence of the class to whom I refer. The black sheep are undoubtedly few in number, but they certainly exist, and thus must be taken as a factor in the calculations of those who deal in shipping property.

APPENDIX IV.

KEEPING ORDER AMONGST PASSENGERS AND EMIGRANTS, AND
SUGGESTIONS AS TO PREPARATIONS FOR EMERGENCY.**Keeping Order in Passenger Steamers.****Merchant Shipping Act, 1894 (Secs. 287 and 288).**

Sec. 287.—*Offences in Connection with Passenger Steamers.*—1. If any of the following offences is committed in the case of a passenger steamer for which there is a passenger certificate in force; that is to say,

- (a) If any person being drunk or disorderly has been on that account refused admission thereto by the owner or any person in his employment, and, after having the amount of his fare (if he has paid it) returned or tendered to him, nevertheless persists in attempting to enter the steamer :
- (b) If any person being drunk or disorderly on board the steamer is requested by the owner or any person in his employ to leave the steamer at any place in the United Kingdom, at which he can conveniently do so, and after having the amount of his fare (if he has paid it) returned or tendered to him, does not comply with the request :
- (c) If any person on board the steamer, after warning by the master or other officer thereof, molests or continues to molest any passenger :
- (d) If any person, after having been refused admission to the steamer by the owner or any person in his employ on account of the steamer being full, and having had the amount of his fare (if he has paid it) returned or tendered to him, nevertheless persists in attempting to enter the steamer :
- (e) If any person having gone on board the steamer at any place, and being requested, on account of the steamer being full, by the owner or any person in his employ to leave the steamer before it has quitted that place, and having had the amount of his fare (if he has paid it) returned or tendered to him, does not comply with that request :
- (f) If any person travels or attempts to travel in the steamer without having first paid his fare, and with intent to avoid payment thereof :
- (g) If any person, having paid his fare for a certain distance, knowingly and wilfully proceeds in the steamer beyond that distance without first paying the additional fare for the additional distance, and with intent to avoid payment thereof :
- (h) If any person on arriving in the steamer at a point to which he has paid his fare knowingly and wilfully refuses and neglects to quit the steamer : and
- (i) If any person on board the steamer fails, when requested by the master or other officer thereof, either to pay his fare or exhibit such ticket or other receipt, if any, showing the payment of his

fare, as is usually given to persons travelling by and paying their fare for the steamer :

the person so offending shall for each offence be liable to a fine not exceeding 40s., but that liability shall not prejudice the recovery of any fare payable by him.

2. If any person on board any such steamer wilfully does or causes to be done anything in such a manner as to obstruct or injure any part of the machinery or tackle of the steamer, or to obstruct, impede, or molest the crew, or any of them, in the navigation or management of the steamer, or otherwise in the execution of their duty on or about the said steamer, he shall for each offence be liable to a fine not exceeding £20.

3. The master or other officer of any such steamer, and all persons called by him to his assistance, may, without any warrant, detain any person who commits any offence against this section and whose name and address are unknown to the master or officer, and convey the offender with all convenient despatch before some justice of the peace to be dealt with according to law, and that justice shall with all convenient despatch try the case in a summary manner.

4. If any person commits an offence against this section and on the application of the master of the steamer, or any other person in the employ of the owner thereof, refuses to give his name and address, or gives a false name and address, that person shall be liable to a fine not exceeding £20, and the fine shall be paid to the owner of the steamer.

Special Powers in Case of Home-Trade Steamers.—Section 288.—The master of any home-trade passenger steamer may refuse to receive on board thereof any person who by reason of drunkenness or otherwise is in such a state, or misconducts himself in such a manner as to cause annoyance or injury to passengers on board, and if any such person is on board, may put him on shore at any convenient place; and a person so refused admittance or put on shore shall not be entitled to the return of any fare he has paid.

Regulations as to Steerage Passengers.

Merchant Shipping Act, 1894 (Secs. 324, 325 and 326).

324. Her Majesty may by Order in Council make regulations—

- (1) For preserving order, promoting health, and securing cleanliness and ventilation on board emigrant-ships proceeding from the British Islands to any port in a British possession; and
- (2) For prohibiting emigration from any port at any time when choleraic or any epidemic disease is generally prevalent in the British Islands or any part thereof; and
- (3) For reducing the number of steerage passengers allowed to be carried in any emigrant-ship, either generally or from any particular ports in the British Islands; and
- (4) For permitting the use on board emigrant-ships of apparatus for distilling water and for defining in such case the quantity of fresh water to be carried in tanks and casks for the steerage passengers under the foregoing provisions of this part of the Act; and
- (5) For requiring duly authorised medical practitioners to be carried in emigrant-ships where they would not otherwise under this part of this Act be required to be carried.

325. (1) In every emigrant-ship the medical practitioner, aided by the master or, in the absence of the medical practitioner, the master, shall exact obedience to all regulations made by any such Order in Council as aforesaid.

(2) If any person on board—

- (a) Fails without reasonable cause to obey, or offends against, any such regulation or any provision of this part of this Act, or
- (b) Obstructs the master or medical practitioner in the execution of any duty imposed upon him by any such regulation, or
- (c) Is guilty of riotous or insubordinate conduct, that person shall for each offence be liable to a fine not exceeding £2, and in addition to imprisonment for any period not exceeding one month.

326. (1) Spirits shall not during the voyage be sold directly or indirectly in any emigrant-ship to any steerage passenger.

- (2) If any person acts in contravention of this section, he shall for each offence be liable to a fine not exceeding £20.

ORDER IN COUNCIL,* dated 3rd February 1863.

TO MAKE PROVISION FOR PRESERVING ORDER IN PRIVATE PASSENGER SHIPS CONVEYING TO THE COLONY OF VICTORIA, IN AUSTRALIA, AS MANY AS TEN UNPROTECTED FEMALE PASSENGERS.

Rules to be observed in respect to unprotected female passengers on board such ships as aforesaid.

1. In the construction and for the purposes of this Order in Council, the term "unprotected female passengers" shall signify every female passenger between the ages of twelve and thirty-five proceeding to the Colony of Victoria by virtue of a passage warrant issued by the Government of that Colony, who, if married, shall not be accompanied by her husband, or, if unmarried, shall not be accompanied by her father or stepfather, or by a married brother with his wife, or a married sister with her husband, or by an unmarried brother over the age of twenty-five; the terms "passengers," "passenger ship," and "master," shall have the same significations as are assigned to them respectively in the said Passengers Act, 1855,† and words used in the plural number shall import the singular number also, and the converse, unless inconsistent with the context.

2. All unprotected female passengers shall, during the voyage, be berthed in open berths, in a compartment in the aftermost part of the upper passenger deck of the ship, effectually divided off by substantial bulkheads from the other portions of such deck; and no single men, or men without their wives, shall be berthed next to the bulkhead dividing off such compartment.

3. The children under twelve years of age of married female passengers, unaccompanied by their husbands, shall be berthed with their mothers.

4. There shall be an entrance to such compartment from the upper deck or poop, exclusively appropriated to the use of such female passengers.

5. There shall be carried on board a matron, to be appointed by the owner or master of the ship, and to be charged with the maintenance of discipline among such female passengers as aforesaid.

6. No unprotected female passenger shall on any account be allowed to act or shall act as servant or attendant on the surgeon, master, or any of the officers of the ship, or on any male cabin passenger.

* This order is still in force. Though its application is limited to one particular trade, its contents may be perused with advantage by the masters of all emigrant-ships.

† The substance of this Act is now incorporated in the Merchant Shipping Act of 1894.

7. All intercourse between unprotected female passengers and of (*sic*) any of the officers or crew of the ship, or between such females and any of the male passengers (except brothers or brothers-in-law, and in case of unprotected married women their children) is hereby strictly prohibited.

8. The master of the ship before sailing shall, with the approval of the emigration officer at the port of clearance, mark out the portion of the poop or main deck to be assigned for the purpose of exercise to such unprotected female passengers, who, during the voyage, shall keep within the limits so marked out.

9. Before dark, all such female passengers as aforesaid shall go below to their own compartment, and as soon as they are there collected the master shall lock the entrance, and on no account shall any man enter the compartment during the night, except the surgeon in case of illness, or the officers and crew in case danger to the ship shall render their entrance necessary.

10. If the surgeon is required to attend professionally any of such unprotected female passengers at night, the matron shall accompany and remain with him while he discharges his duties.

11. The master of the ship shall afford to the matron and to the surgeon all the assistance in his power in carrying these regulations into effect.

12. Any person who shall refuse or neglect to obey any of the rules herein contained, or who shall obstruct the surgeon or master of the ship in the execution of any duty hereby imposed on them respectively, or who shall be guilty of insubordinate conduct, shall, on conviction, be liable for each offence to the penalties of fine and imprisonment imposed by the said Passengers Act, 1855.

13. This Order in Council shall not apply to ships chartered by Her Majesty's Emigration Commissioners.

ORDER IN COUNCIL, dated 7th January 1864.

RULES FOR PRESERVING ORDER, FOR PROMOTING HEALTH, AND FOR SECURING CLEANLINESS AND VENTILATION TO BE OBSERVED ON BOARD OF EVERY PASSENGER SHIP PROCEEDING FROM THE UNITED KINGDOM TO ANY PORT OR PLACE IN HER MAJESTY'S POSSESSIONS ABROAD OUT OF EUROPE, AND NOT BEING WITHIN THE MEDITERRANEAN SEA.

1. All passengers who shall not be prevented by sickness or other sufficient cause, to be determined by the surgeon, or, in ships carrying no surgeon, by the master, shall rise not later than seven o'clock A.M., at which hour the fires shall be lighted.

2. It shall be the duty of the cook or cooks appointed under the thirty-ninth section of the said "Passengers Act, 1855," to light the fires, and to take care that they be kept alight during the day, and also to take care that each passenger or family of passengers shall have the use of the fireplace at proper hours, in an order to be fixed by the master.

3. When the passengers are dressed their beds shall be rolled up.

4. The decks, including the space under the bottom of the berths, shall be swept before breakfast, and all dirt thrown overboard.

5. The breakfast hour shall be from eight to nine o'clock A.M. Before the commencement of breakfast all the emigrants, except as hereinbefore excepted, are to be out of bed and dressed, and the beds rolled up and the deck on which the emigrants live properly swept.

6. The deck shall be further swept after every meal, and after breakfast is concluded shall be also dry holy-stoned or scraped. This duty, as well as that of cleaning the ladders, hospitals, round-houses, and water-closets, and of pumping water into the cisterns or tanks for the supply of the water-closets, shall be performed by a party who shall be taken in rotation from the adult males above fourteen in the proportion of five to every one hundred emigrants, and shall be considered as sweepers for the day. But the single women shall do all necessary acts for keeping clean and in a proper state their own compartment, where a separate compartment is allotted to them, and the occupant of each berth shall see that his or her own berth is well brushed out.

7. Dinner shall commence at one o'clock P.M., and supper at six P.M.

8. The fires shall be extinguished at seven P.M., unless otherwise directed by the master or required for the use of the sick; and the emigrants shall be in their berths at ten o'clock P.M., except under the permission or authority of the surgeon, or, if there be no surgeon, of the master.

9. On each passenger deck there shall be lit at dusk, and kept burning till daylight, three safety-lamps, and such further number as shall allow one to be placed at each of the hatchways used by passengers.

10. No naked light shall be allowed between decks or in the hold at any time or on any account.

11. The scuttles and stern-ports, if any, shall, weather permitting, be opened at seven o'clock A.M., and kept open till ten o'clock P.M.; and the hatches shall be kept open whenever the weather permits.

12. The coppers and cooking utensils shall be cleaned every day, and the cisterns kept filled with water.

13. The beds shall be well shaken and aired on deck, weather permitting, at least twice a week.

14. The bottom boards of the berths, if not fixtures, shall be removed and dry-scrubbed and, weather permitting, taken on deck at least twice a week.

15. Two days in the week shall be appointed by the master as washing days, but no washing or drying of clothes shall on any account be permitted between decks.

16. On Sunday mornings the passengers shall be mustered at ten o'clock A.M., and will be expected to appear in clean and decent apparel. The Lord's Day shall be observed as religiously as circumstances will admit.

17. No spirits or gunpowder shall be taken on board by any passenger, and if either of those articles be discovered in the possession of a passenger it shall be taken into the custody of the master during the voyage and not returned to the passenger until he has landed or is on the point of landing.

18. No loose hay or straw shall be allowed below for any purpose.

19. No smoking shall be allowed between decks.

20. The following kinds of misconduct are hereby strictly prohibited; that is to say, all immoral or indecent acts or conduct, taking improper liberties or using improper familiarities with the female passengers, using blasphemous, obscene, or indecent language, or language tending to a breach of the peace, swearing, gambling, drunkenness, fighting, disorderly, riotous, quarrelsome, or insubordinate conduct; also all deposits of filth or offensive acts of uncleanness in the between decks: provided that no conviction under the said Passengers Act for any of the offences herein specified shall operate as a bar to any civil or criminal proceeding which may in the ordinary course of law be instituted for the same offence by any party aggrieved.

21. Firearms, swords, and other offensive weapons shall, as soon as the passengers embark, be placed in the custody of the master.

22. No sailor shall be allowed to remain on the passenger deck among the passengers except on duty.

23. No passenger shall go to the ship's cook-house without special permission from the master, nor remain in the fore-castle among the sailors on any account.

24. In vessels not expressly required by the said "Passengers Act, 1855," to have on board such ventilating apparatus as therein mentioned, such other provision shall be made for ventilation as shall be required by the emigration officer at the port of embarkation, or, in his absence, by the officers of customs.

DISTILLING APPARATUS IN PASSENGER SHIPS.

Order in Council of 28th June 1875.

Any passenger ship, whether propelled by steam engines or by sails only, or by sails and steam engines, may be cleaned out and proceed on her voyage, having on board, in tanks or casks, only half of the quantity of pure water required by the said Act * to be carried for the use of the passengers, provided that the following rules and regulations be observed ; that is to say,

1. That there be on board such ship an efficient apparatus for distilling fresh water from salt water of such a description as the Board of Trade may from time to time approve.

2. That the owners, charterers, or master of such ship, before clearance, lodge with the emigration officer at the port of clearance, a certificate from one of the engineer surveyors appointed by the Board of Trade, declaring that the apparatus is in good working condition, and that within seven days immediately preceding the date of such certificate the same had been examined by him, and stating the number of imperial gallons of pure fresh water which it is capable of producing in every twenty-four hours, and further declaring that the apparatus on board is such as has been approved by the Board of Trade as aforesaid.

3. That in every case such emigration officer shall be satisfied that the number of gallons of pure water which the apparatus is so certified to be capable of producing in every twenty-four hours is a number of gallons equal to the whole number of persons about to proceed on the intended voyage of such ship, that is to say, one gallon per head for the whole number of cabin passengers, passengers, and crew.

4. That there is rated on the ship's articles, and that there is on board the ship, some person or persons, who, to the satisfaction of the said emigration officer, shall be competent for the proper management and repair of such distilling apparatus.

SUGGESTIONS TO MASTERS OF EMIGRANT SHIPS RESPECTING BOATS, AND FIRE AT SEA.

Having in view the fearful consequences which must result from a want of preparation in the event of accident to an emigrant-ship, and especially of *fire*, this paper is prepared for the purpose of calling the special attention of the masters and officers of such ships to the pre-

* That is, the Passengers Act, 1855, by which every statute adult is entitled to three quarts of water a day.

cautions necessary to prevent such a calamity, and to means of encountering it should it occur. No scheme or regulations which may be formed beforehand can, of course, supply the place of coolness, judgment and discipline at the time; nevertheless the previous establishment of regulations, and the familiarity of the officers and crew with them, cannot but tend to obviate confusion and loss of time when danger arises. It is from the hope of contributing to this end that the following suggestions have been drawn up.

The first matter to be settled is the arrangement of the boats.

I. BOATS.

1. The life-boats should be carried and equipped in accordance with the Rules made under the provisions of Section 427 of the Merchant Shipping Act, 1894, and the instructions issued by the Board of Trade in connection therewith.






2. A compass, a means of striking a light, three blue lights, and a beaker of water should be kept ready for emergencies.

3. All the boats should be kept in good order, clean, and ready for immediate use.





4. A crew should be assigned to each boat, to be under the charge of an officer or steady person, who should be held responsible for everything being kept at hand and ready for use. The crew of the life-boats should be picked men, and should, if possible, be instructed in the method of restoring the apparently drowned. When opportunities occur, it would be very advisable to exercise the men in lowering the boats at sea. In the case of sailing ships, when becalmed, the men might be exercised in rowing round the vessel.

5. In the event of lowering a boat to pick up a man, it will generally happen that the man will be more easily seen from the ship than from the boat. In such a case the following signals from the International Code may be useful.

SIGNALS TO BOATS.

Recall.	Pull ahead. Go on.	Pull, or go, Astern.	Pull, or go, to Starboard.	Pull, or go, to Port.
				

SIGNALS FROM BOATS.

Want assistance, or unable to execute orders without assistance.	Shall I return, or Direct me what to do.	You are standing in Danger.	Want immediate assistance.
			

These signals from boats to ships to be made with a handkerchief and hat or bundle tied to the end of a boat-hook, staff, oar, or stretcher. Any other means likely to attract attention may at the same time be adopted, being careful to use such as will not interfere with or confuse these signals.

If the boat's signals were stamped on canvas and nailed to the boats they would be found very useful in the event of picking up a man at sea.

6. Should a boat be sent away at night, two lights (a single light may be mistaken for a star) should immediately be hoisted by the ship to show her position, with guns, blue lights, or flashes, as necessary.

II. TO PREVENT FIRE.

7. No emigrant-ship should put to sea until all her cargo is properly stowed away, and the decks cleared of any loose straw or hay, or other inflammable material used for packing or other purposes.

8. The steerage passengers should be called on to deliver up whatever lucifer matches, gunpowder, or other inflammable articles they may have about them, and should be warned, not only of the danger to the ship and passengers, but that they will be subject to punishment, under his Majesty's Orders in Council, for retaining such things in their possession.

9. No naked lights should, on any account, be used in the hold or store rooms, nor in the between decks, except under trustworthy superintendence; nor should any person be allowed to use open oil or paraffin lamps, nor to take oil, paraffin, or candles on board. Smoking between decks should also be strictly prohibited.

10. Spirits should never be opened in the hold, but should be hoisted on deck for the purpose.

11. It is recommended that the fire engines should be placed under the special charge of one of the principal officers and the carpenter, who should be responsible that, with the buckets, they are kept in a state fit for immediate use. The engine should be worked once or twice a week, to keep it in proper order.

12. As soon as possible after leaving port, the officers and crew should be divided into parties, and assigned to stations, in case of fire, in the same manner as for the boats; possibly the same distribution may answer for both purposes.

III. ON THE OCCURRENCE OF FIRE.

13. Should a fire break out, the first steps, with a view to arrest its progress as much as possible, must be so to place the ship as to keep the fire to leeward, and to cut off the supply of air by closing the ports, scuttles, hatches, &c., by closing all doors and valves in bulkheads, and stopping up ventilators on deck and at the masthead, and by smothering the fire with wet blankets, sails, &c.

14. The parties into which the ship's company has been divided should, immediately on the ringing of the fire-bell, fall into their respective places. To one party should be assigned the working of the fire annihilators and engines; to another the closing the ports, &c., and the preparation of wet cloths for suffocating the fire; to a third the preparations for lowering the boats and provisioning them. Each of these duties will require prompt and clear decision, and each should, therefore, be entrusted to an intelligent and responsible person; and as it might be a great assistance to an officer, when the emergency arises, to have had the opportunity of considering beforehand the best way of meeting it, it would be desirable that each should from the first be informed of the duty which, in such a case, would be assigned to him.

15. The male passengers should be required to fall into and assist the

several parties as the master might direct. This would not only be a material aid, but would help to keep their minds engaged, and to promote the discipline on which the safety of all must to a great extent depend.

16. The females, with children and sick, should remain under the immediate charge of the surgeon, who should endeavour to keep them from being a hindrance to the working parties, and prepare them for immediately leaving the ship, should that step ultimately become necessary. They should secure what warm clothing they can.

17. No one should be permitted to enter the boats, except those in charge of them; nor should any boat be lowered on any pretext whatever, unless by the express orders of the captain. On a strict observance of this rule the safety of the people in the last extremity will depend.

18. If the boats should be insufficient to hold all the people, the master will, of course, take whatever measures may be in his power to construct a raft. A raft may be made of spare spars lashed together in a triangular form, and, to render it more buoyant, the ends should be secured to empty water casks, whose heads should be guarded by hammocks or beds. As a precautionary preparation against such an emergency, some of the largest water casks as soon as emptied should be grommetted round at each end with 8-inch rope, becketted, and tightly bunged, and stowed away in the longboat and daily wetted, and thus kept ready for use at a moment's notice.

19. Any attempt to get at the spirits or wine on board in moments of danger should be resisted by all hands, and at all hazards.

APPENDIX V.
DIETARY SCALES.
Provisions.

WEEKLY per statute adult—	Scale A.		Scale B.	
	For voyages not exceeding 84 days for sailing ships or 50 days for steamships or ships having steam power in aid of sails.		For voyages exceeding 84 days for sailing ships or 50 days for steamships or ships having steam power in aid of sails.	
	lbs.	oz.	lbs.	oz.
Bread or biscuit, not inferior to navy biscuits	3	8	3	8
Wheaten flour	1	0	2	0
Oatmeal	1	8	1	0
Rice	1	8	0	8
Peas	1	8	1	8
Beef	1	4	1	4
Pork	1	0	1	0
Butter	—	—	0	4
Potatoes	2	0	2	0
Sugar	1	0	1	0
Tea	0	2	0	2
Salt	0	2	0	2
Mustard	0	0½	0	0½
Pepper (white or black), ground	0	0¼	0	0¼
Vinegar	One gill	—	One gill	—
Preserved meat	—	—	1	0
Suet	—	—	0	6
Raisins	—	—	0	8
Lime-juice (<i>see note on next page</i>)	—	—	0	6

Substitutions.

Substitutions at the following rates may, at the option of the master of any emigrant-ship, be made in the above dietary scales, as follows, that is to say :—

$1\frac{1}{4}$ lb. of soft bread baked on board } for { 1 lb. of flour or 1 lb. of biscuit,
 1 lb. of preserved meat } for { or $1\frac{1}{4}$ lb. of oatmeal or 1 lb. of
 1 lb. of flour or of bread or biscuit, } for { rice, or 1 lb. of peas.
 or $\frac{1}{2}$ lb. of beef or of pork } for { $1\frac{1}{4}$ lb. of oatmeal or 1 lb. of rice,
 } for { or 1 lb. of peas.

1 lb. of rice	for	1½ lb. of oatmeal.
1½ lb. of oatmeal	for	1 lb. of rice.
½ lb. of preserved potatoes	for	1 lb. of potatoes.
10 oz. of currants	for	8 oz. of raisins.
3½ oz. of cocoa, or of coffee, roasted and ground	} for	{ 2 oz. of tea.
¾ lb. of treacle		
1 gill of mixed pickles	for	½ lb. of sugar.
		1 gill of vinegar.

Provided that the substituted articles are set forth in the contract tickets of the steerage passengers.

Regulations as to Lime-juice.—When the ship is not in the tropics it shall not be obligatory to issue lime-juice, but lime-juice may be issued at the discretion of the medical practitioner on board, or if there be no such medical practitioner, at the discretion of the master.

REGULATIONS AS TO MESSES AND ISSUE OF PROVISIONS.

(1) Steerage passengers may be divided into messes, but a mess shall not consist of more than ten statute adults.

(2) Members of the same family, whereof one at least is a male adult, shall be allowed to form a separate mess.

(3) Water and provisions, according to the above scales, shall be issued daily before two o'clock in the afternoon to the head person for the time being of each mess on behalf of and for the use of the members thereof.

(4) The first of the issues shall be made before two o'clock in the afternoon of the day of embarkation to each of the steerage passengers as are then on board.

(5) Such provisions as require to be cooked shall be issued in a properly cooked state.

ALTERNATIVE.

DIETARY SCALE C.

For voyages exceeding eighty-four days for sailing vessels, of fifty days for steamers :—

	Lb.	Oz.	
Beef or pork, or partly one and partly the other	2	4	} Per Week, per Statute Adult.
Preserved meat	1	0	
Suet	0	6	
Butter	0	4	
Bread or biscuit, not inferior in quality to navy biscuit	2	8	
Wheaten flour, not inferior to best seconds	3	8	
Oatmeal, rice, and peas, or any two of them	2	0	
Potatoes	2	0	
Raisins	0	6	
Tea	0	2	
Sugar	1	0	
Salt	0	2	
Mustard	0	0½	
Pepper, black or white ground	0	0¼	
Preserved and dried vegetables; that is, cabbages, carrots, turnips, onions, celery, and mint, or some one or more of them	2	0	
Vinegar or mixed pickles	1	gill.	

With such power of substitution in the above articles as is given in the thirty-seventh section of the Passengers Act, 1855.

For children between one and four years of age, in addition to half-rations of the above named articles:—

	Per Week.
Preserved milk	3 gills.
Condensed egg	1 oz.
or fresh eggs	3 "

For children between four and twelve months of age:—

	Per Week.
Water	21 pints.
Preserved milk	7 gills.
„ soup	9 oz.
Condensed egg	1 "
or fresh eggs	3 "
Biscuit	12 "
Oatmeal	4 "
Flour	8 "
Rice	4 "
Sugar	10 "

APPENDIX

SCALE FOR THE DETERMINATION OF THE

Put in force by Notice from the

	If the ship be propelled by sails alone or by steam power not sufficient without the aid of sails to propel the ship at the rate of at least five statute miles per hour.	If the ship be propelled either wholly or in aid of sails by steam-engines of not less power than sufficient without the aid of sails to propel the ship at the rate of at least five statute miles per hour.
	(1) Days.	(2) Days.
(1) To North America (except the West Coast thereof). For ships clearing out between the 16th day of January and the 14th day of October (both days inclusive) . .	70	40
For ships clearing out between the 15th day of October and the 15th day of January (both days inclusive) . .	80	45
(2) To the Coast of Africa south of the Equator, or to the Falkland Islands, or to any part of the East Coast of South America southward of the 25th degree of South latitude	105	65
(3) To Western Australia	120	85
(4) To Queensland	150	90
(5) To any other of the Australian Colonies	140	90
(6) To New Zealand	150	90
(7) To the Western Coast of America, North of the 40th degree of North latitude and the Islands adjacent thereto	182	96

VI.

LENGTH OF VOYAGES BY PASSENGER-SHIPS.

Board of Trade of June 19, 1891.

If the ship be propelled either wholly or in aid of sails by steam-engines of not less power than sufficient without the aid of sails to propel the ship at the rate of at least ten statute miles per hour for passages other than by the Suez Canal.	If the ship be propelled either wholly or in aid of sails by steam-engines of not less power than sufficient without the aid of sails to propel the ship at the rate of at least ten statute miles per hour for passages by the Suez Canal.	If the ship has double screws and is propelled either wholly or in aid of sails by steam-engines of not less power than sufficient without the aid of sails to propel the ship at the rate of at least fourteen statute miles an hour.	If the ship has double screws and is propelled either wholly by or in aid of sails by steam-engines of not less power than sufficient without the aid of sails to propel the ship at the rate of at least fourteen statute miles an hour for passages by the Suez Canal.
(3) Days.	(4) Days.	(5) Days.	(6) Days.
32	—	24	—
37	—	28	—
65	—	49	—
80	70	60	53
90	75	68	56
85	75	64	56
90	85	68	64
96	—	72	—

APPENDIX VII.

PRECAUTIONS AS TO GRAIN CARGO.

Merchant Shipping Act, 1894, Schedule 18 (under Sec. 453 of the Act).

1. There shall not be carried between the decks, or, if the ship has more than two decks, between the main and upper decks, any grain in bulk, except such as may be necessary for feeding the cargo in the hold and is carried in properly constructed feeders.

2. Where grain (except such as may be carried in properly constructed feeders) is carried in bulk in any hold or compartment, and proper provision for filling up the same by feeders is not made, not less than one-fourth of the grain carried in the hold or compartment (as the case may be) shall be in bags supported on suitable platforms laid upon the grain in bulk: provided that this regulation with respect to bags shall not apply—

(a) To oats, or cotton seed; nor

(b) To a ship which is a sailing ship of less than four hundred tons registered tonnage, and is not engaged in the Atlantic trade; nor

(c) To a ship laden at a port in the Mediterranean or Black Sea, if the ship is divided into compartments which are formed by substantial transverse partitions, and are fitted with longitudinal bulkheads or such shifting boards as are hereinafter mentioned, and if a ship does not carry more than one-fourth of the grain cargo, and not more than one thousand five hundred quarters in any one compartment, bin or division, and provided that each division of the lower hold is fitted with properly constructed feeders from the between decks; nor

(d) To a ship in which the grain cargo does not exceed one-half of the whole cargo of the ship, and the rest of the cargo consists of cotton, wool, flax, barrels, or sacks of flour, or other suitable cargo so stowed as to prevent the grain in any compartment, bin or division from shifting.

3. Where the grain is carried in the hold or between the decks, whether in bags or bulk, the hold or the space between the decks shall be divided by a longitudinal bulkhead or by sufficient shifting boards which extend from deck to deck or from the deck to the keelson, and are properly secured, and if the grain is in bulk, are fitted grain-tight with proper fillings between the beams.

4. In loading, the grain shall be properly stowed, trimmed, and secured.

NOTE.—The above regulations are not, however, at present in force either for North Atlantic or for Mediterranean cargoes, certain others—which are here set out—being substituted for them.

Merchant Shipping Act, 1894.—By an official notice issued by the Board of Trade under date December 1899, the precautions required

by the Act to be adopted by ships laden with a grain cargo shall not apply to ships laden at a port on the coast of North America, in accordance with the Rules and Regulations numbered (1) to (7), of which the titles and dates are herein set forth, so far as those regulations relate to the stowage of grain cargoes.

- (1) Rules of the Board of Underwriters of New York, dated 1st September 1899, and certified by J. F. Whitlock, Secretary, on the 20th October 1899.
- (2) Rules of the National Board of Marine Underwriters of New York, dated 18th October 1899, and certified by J. J. Raymond Smith, Secretary, on the 27th October 1899.
- (3) Rules of the New Orleans Board of Underwriters, dated 13th November 1896, and signed by George Matherson, Secretary.
- (4) Regulations of the Mobile Board of Underwriters, for the preparation and stowage of grain, signed by Jos. F. Mitchell, Secretary.
- (5) Rules and Regulations of the Wheat Tariff Association at San Francisco, for ships carrying one-third of cargo of wheat in bulk, dated 16th November 1896, and signed by Edm. L. Woods.
- (6) Regulations for the loading of Grain Cargoes (wholly in bags) at San Francisco, dated 16th November 1896, and signed Edm. L. Woods.
- (7) Revised Rules and Regulations of the Office of the Port Warden of the Harbour of Montreal, sanctioned by the Council of the Montreal Board of Trade, 28th May 1895, and signed by Geo. Hadrill, Secretary, Montreal Board of Trade.

It seems, therefore, important to give the above seven sets of Regulations *in extenso*, and they are accordingly set out in order.

The official Regulations as to the stowage of Grain Cargoes from Mediterranean and Black Sea ports are also added.

(1)

UNITED STATES.

THE BOARD OF UNDERWRITERS OF NEW YORK (MARINE).

Bureau of Inspection, 49 Wall Street, New York.

RULES FOR LOADING GRAIN IN BAGS OR BULK.

Vessels loading grain in bags or bulk on voyages from ports of the United States to ports in Europe will be required to conform to the following rules adopted by "The Board of Underwriters of New York," to enable the surveyor to issue a proper certificate.

Owners and masters of vessels intending to load grain are particularly requested to give early notice [to] the surveyors, when ready for and also when ready to receive grain.

Vessels loaded in conformity to the rules may have a certificate to that effect from the surveyor appointed by "The Board of Underwriters of New York," and the respective insurance companies composing the said Board will be duly notified thereof.

GENERAL REGULATIONS.

1. The draft of water, or free-board, to be regulated by a scale approved by the Loading Committee. Free-board shall be measured from top of deck at side of the vessel to the water's edge at the centre of the load

water-line; vessels having free-boards assigned by the rules of the Board of Trade (Marine Department), London, shall not be loaded deeper than permitted by those rules.

2. Shifting boards must extend from the upper deck to the keelson when grain is carried in bulk. When grain is carried in bags the shifting boards must extend from deck to deck in the between decks, and not less than four feet downwards from the beams in the lower hold.

3. Shifting boards referred to in all rules shall be of two (2) inch yellow pine, or of three (3) inch spruce (or equivalent).

4. All hatch feeders and end bulkheads must be boarded on the inside.

5. The grain must be well trimmed up between the beams and in the wings, and the space between them completely filled.

6. No grain shall be carried in the fore and after peaks except in bags.

7. No coal shall be carried on deck of steamers sailing between the 1st of October and the 1st of April beyond such a supply as will be consumed prior to vessels reaching the ocean.

8. Care must be taken that when grain in bags or other cargo is stowed over bulk grain the bulk grain must be covered with two thicknesses of boards placed athwartships and fore and aft, with spaces between the lower boards of not more than four (4) feet, and between the upper boards of not more than nine (9) inches. Care must be taken that all the bags are properly stowed, in good order, and well filled, and that the tiers are laid close.

SAILING VESSELS.

9. Vessels being loaded with grain in bags shall be dunnaged from six to twelve inches on the floor and from six to fifteen inches on the bilges, according to the form of the ship's bottom; and two (2) inches at the sides.

The between decks shall be dunnaged two (2) inches from the sides and decks.

The dunnage in the hold must be laid over with boards and entirely covered with sails, or approved mats, so as to prevent any of the loose grain from running down on to the floor of the vessel and thence to the pump-well. If sails are used they must be of good quality and free from holes. The sails and mats must cover the keelsons.

10. Bulk or loose grain must be taken in bins prepared for that purpose. Materials for bins must be of well-seasoned stock; unseasoned lumber must not be used where it will come in contact with the grain.

11. The floor of the bin must be laid on sleepers of scantling $2\frac{1}{2}$ by 4 inches in size, sixteen inches apart from centre to centre, supported by studs of corresponding size, also sixteen inches from centre to centre.

It must be raised from six to twelve inches over the floor of the vessel—in the bilge from six to fifteen inches, and in vessels that are very flat or sharp, may be increased or diminished at the discretion of the surveyor.

In no case shall the floor of the bin be laid on loose dunnage.

The floor is considered as extending from the keelson to the turn of the bilge. It must be laid with two thicknesses of one-inch boards, so that they will break joints at the edges and ends, and care must be taken that it be grain-tight. Vessels under three hundred (300) tons register may be permitted to have a single floor laid with one-inch boards placed edge and edge and seams covered with battens two by one (2×1) inch, or edges lapped one inch.

12. The studs for the forward and after bulkheads for vessels not exceeding fourteen (14) feet depth of hold must be equal to four by six

(4×6) inches in size; for vessels of a greater depth than fourteen (14) feet, they must be equal to four by eight (4×8) inches. They must be set twenty (20) inches apart from centre to centre, firmly secured at the top and bottom, and properly braced in the centre, also cleated on the ceiling to resist the pressure of the grain, and made grain-tight.

13. All air strakes and open seams must be closed, and the sides of the vessel above the turn of the bilge must be sealed after the manner of clapboarding reversed, and not furred where it can be avoided. When furring is used the ceiling must be made grain-tight at the bilges and sides. All lodging and bosom knees not fitted tight to the deck must be cleated grain-tight around the face of the knees.

14. Vessels with single deck, or with one deck and beams carrying a full cargo of grain, are required to have, in addition to the forward and after end bulkheads, two trimming bulkheads (thus making a division of three compartments), to extend from the upper deck to within two feet from the bottom of the vessel. Except where the between decks are laid aft, the after one may extend only to the lower deck, and be so placed that in loading the middle compartment will be entirely filled and the end ones left to trim the vessel. If the end compartments are not entirely filled care must be taken that the cargo be properly covered and secured on top to prevent shifting. The studs of the trimming bulkheads to be not less than three by six (3×6) inches and set twenty-two (22) inches from the centres, and all studs to be firmly secured at top and bottom and properly braced and cleated.

15. Vessels carrying bulk and bags must not carry bulk higher than to admit of the stowage of one-quarter of the cargo in bags or not less than five heights of bags over it (except the vessel be under five hundred (500) tons register, when the height may be regulated by the surveyor.

16. Vessels with two decks having bulk grain in hold as high as the between deck, shall have strakes of between deck-plank opened on each side over the bulk in the wings and amidships, and have three or four feet of bulk grain in wing and amidships feeders, upon which sufficient grain in bags or other cargo may be stored over board coverings, as provided for in Rule 8. When the hold is not filled with bulk grain to the between deck, enough space must be left and sufficient cargo stowed over it to properly secure it, as provided for in Rule 8.

17. The pump-well must be sufficiently large to admit of the passage of a man to the bottom of the hold, and with room to work conveniently when there, say not less than four (4) feet fore and aft, and five (5) feet athwartships (reference, however, must be had to the size of the keelson and assistant keelson), and must be grain-tight and ceiled.

18. Access to the pump-well must be had either by a manhole through the upper deck, or by a clear passage-way between decks from the after hatch. In no case must it be from the main hatch.

19. Masts, water-tanks and pumps, either of wood or iron, must be properly cased, to prevent damage from leakage, and mast coats must be strong and tight.

20. The between deck hatches must be kept off, and the scuppers safely plugged, to prevent loose grain from running down the ship's timbers.

IRON OR STEEL SAILING VESSELS.

21. The foregoing rules are also to apply to iron or steel sailing vessels, excepting that in cases where the floor and ceiling are in such good condition as to warrant it, the extra floor and ceiling may be dispensed with,

and if the stanchions are not over four (4) feet apart and are double, two or three inch plank can be fitted between them for shifting plank.

Vessels having iron or steel between decks without openings for wing feeders, the bulk grain in the lower hold must be secured by at least five heights of bags or its equivalent in other cargo laid over board coverings, as provided in Rule 8.

STEAMERS.

22. Steamers having water ballast tanks must have them covered with a grain-tight platform made of $2\frac{1}{2}$ or 3 inch sound and dry planks, but this platform may be dispensed with where the top of the tanks are of heavy plates and precautions are taken against overflow from the bilges.

23. Steamships without ballast tanks, having a cargo platform, in good order, will not be required to fit a grain floor over it, otherwise such grain floor will be required.

24. Vessels carrying small quantities of grain in bulk must have shifting boards to the top of the grain, and the bulk must be properly covered with boards before any other cargo is stowed over it.

25. Single deck steamers with a continuous hold forward will be required to have a closed bulkhead to divide the same. This rule will also apply to the after hold.

26. Shifting planks must extend from deck to floor where grain is carried in bulk and be properly secured to stanchions, or shored every eight feet of length and every five feet of depth of hold, including hatchways. Shores to be three by eight (3×8) inches or four by six (4×6) inches.

27. No bulk grain (or seeds in bulk, except oats, as hereinafter provided in Rules 35, 36 and 37), to be carried in between decks, nor where a ship has more than two decks, between the two upper decks, unless in properly constructed feeders to fill the orlop and lower hold. Bulk grain may be carried on orlop or third deck below, provided said orlop has wing openings and amidship feeders to feed same. All amidship feeders have properly constructed shifting boards to top of combings.

28. Steamers with two or more decks not having sufficient and properly constructed wing and amidship feeders, will be required to leave sufficient space above the bulk in lower hold not less than $5\frac{1}{2}$ feet, to properly secure it with bags or other cargo; the bulk to be covered with boards, as in Rule 8. If an orlop deck has sufficient openings to the lower hold the orlop and lower hold may be considered as one hold and loaded accordingly.

29. Steamers having one deck and beams may carry bulk to such a height as will permit the stowage over it of not less than five tiers of bags, except in the extreme ends, where four tiers of bags may be sufficient. All bags to be stowed on two tiers of boards, as provided for in Rule 8.

30. Steamers with laid between decks must have hatchway feeders, and if the distance in the lower holds between the forward bulkhead in said holds and the nearest end of the hatchway feeders exceeds twelve (12) feet, then vessel must have a wing feeder on each side provided in the between decks to feed this space. If there are no openings in the between decks for wing feeders five heights of bags must be put on top of bulk grain from the bulkhead to within twelve (12) feet of the feeders.

The same rule applies when the distance between the after end of the hatchway feeders and the after bulkhead in lower holds exceeds twelve (12) feet.

31. Bags stowed or laid between decks must be dunnaged.

32. Steamers carrying grain in poop or under bridge deck must have such grain in bags and have proper dunnage and shifting boards.

33. Steamers of the type known as "Turret" with single deck or single deck and beams, may load full cargoes of grain in bulk, but must have shifting boards, as required in Rules 2 and 3, and if required by surveyors trimming bulkheads forward and aft extending from deck to floor, or if coming under hatches to top of combing as directed by the surveyors, and substantially fitted under their supervision. The loose grain in the end compartments to be secured by not less than four tiers of bags on boards properly laid.

34. Steamers that are partly single deck and partly double deck, known as Switchback and as Port Awning Deck steamers, may load all bulk grain in the lower holds of their double deck compartments, providing proper amidship feeders and wing feeders are fitted, but the space in the between decks around the feeders must be filled with bagged grain or general cargo; but if the vessel is too deep to carry any grain or other cargo on the between decks, the feeders are to be shored or properly secured to the satisfaction of the surveyor.

If there are no openings in between decks for wing feeders, and the bulkheads are more than twelve (12) feet away from the nearest end of the amidship feeders five (5) heights of bags must be put on top of the bulk grain from the bulkheads to within twelve (12) feet of the feeders.

All hatchways used as feeders to have properly constructed shifting boards to the top of the combings.

35. *Full Cargo Oats.*—Steamers with double bottoms for water ballast may carry a full cargo of oats in bulk; but if with two or more decks must have tight wing and hatch feeders to feed the lower holds and or orlop, as provided in Rule 30.

36. *Part Cargo of Oats.*—When the quantity of oats carried in bulk between the two upper decks exceeds 60 per cent. of the capacity of said deck, the excess over 50 per cent. may be stowed in bulk in compartments fitted with wing shifting boards extending from bulkheads at each end of hold to within four (4) feet of the hatches, one of such compartments shall be the largest between deck compartments; or Where a steamer has four or more compartments in between decks oats may be loaded in bulk in all of these compartments if they are provided with wing feeders of increased size to reach from the forward and after bulkhead to within four feet of hatches. The hatch feeders or feeders for lower hold must be capped boxed feeders, five or six feet in depth. All holds are to be so fitted.

37. In single deck steamers oats in bulk may be loaded over heavy grain with proper separation in two compartments, but the grain in all other compartments must be properly secured with bagged grain or other cargo easily handled. This rule applies also to steamers where some compartments are double and some single deck.

38. If owing to unusual construction of vessels which may necessitate deviation from the foregoing rules, the surveyor must obtain the approval of the Loading Committee of the Board.

NEW YORK, September 1, 1899.

(Signed) JAMES A. WHITLOCK,
Secretary to the Board of Underwriters,
New York.

(2)

THE NATIONAL BOARD OF MARINE UNDERWRITERS,
6-9 Hanover Street, New York.

GENERAL REGULATIONS.

1. The draft of water or free-board to be regulated by a scale approved by the Loading Committee. Free-board shall be measured from top of deck at side of the vessel to the water's edge at the centre of the load water-line. Vessels having free-boards assigned by the Rules of the Board of Trade (Marine Department), London, shall not be loaded deeper than permitted by those rules.

2. Shifting boards must extend from the upper deck to the keelson when grain is carried in bulk. When grain is carried in bags the shifting boards must extend from deck to deck in the between decks, and not less than four feet downwards from the beams in the lower hold.

3. Shifting boards referred to in all rules shall be of two (2) inch yellow pine, or of three (3) inch spruce (or equivalent).

4. All hatch feeders and end bulkheads must be boarded on the inside.

5. The grain must be well trimmed up between the beams and in the wings, and the space between them completely filled.

6. No grain shall be carried in the fore and after peaks except in bags.

7. No coal shall be carried on deck of steamers sailing between the 1st of October and the 1st of April beyond such a supply as will be consumed prior to vessels reaching the ocean.

8. Care must be taken that when grain in bags or other cargo is stowed over bulk grain the bulk grain must be covered with two thicknesses of boards placed athwartships and fore and aft, with spaces between the lower boards of not more than four (4) feet, and between the upper boards of not more than nine (9) inches. Care must be taken that all the bags are properly stowed, in good order, and well filled, and that the tiers are laid close.

SAILING VESSELS.

9. Vessels being loaded with grain in bags shall be dunnaged from six to twelve inches on the floor and from six to fifteen inches on the bilges, according to the form of the ship's bottom; and two (2) inches at the sides.

The between decks shall be dunnaged two (2) inches from the sides and decks.

The dunnage in the hold must be laid over with boards and entirely covered with sails, or approved mats, so as to prevent any of the loose grain from running down on to the floor of the vessel and thence to the pump-well. If sails are used they must be of good quality and free from holes. The sails and mats must cover the keelsons.

10. Bulk or loose grain must be taken in bins prepared for that purpose. Materials for bins must be of well seasoned stock; unseasoned lumber must not be used where it will come in contact with the grain.

11. The floor of the bin must be laid on sleepers of scantling $2\frac{1}{2}$ by 4 inches in size, sixteen inches apart from centre to centre, supported by studs of corresponding size, also sixteen inches from centre to centre.

It must be raised from six to twelve inches over the floor of the vessel—in the bilge from six to fifteen inches, and in vessels that are very flat

or sharp, may be increased or diminished at the discretion of the surveyor.

In no case shall the floor of the bin be laid on loose dunnage.

The floor is considered as extending from the keelson to the turn of the bilge. It must be laid with two thicknesses of one-inch boards, so that they will break joints at the edges and ends, and care must be taken that it be grain-tight. Vessels under three hundred (300) tons register may be permitted to have a single floor laid with one-inch boards placed edge and edge and seams covered with battens two by one (2×1) inch, or edges lapped one inch.

12. The studs for the forward and after bulkheads for vessels not exceeding fourteen (14) feet depth of hold must be equal to four by six (4×6) inches in size; for vessels of a greater depth than fourteen (14) feet, they must be equal to four by eight (4×8) inches. They must be set twenty (20) inches apart from centre to centre, firmly secured at the top and bottom, and properly braced in the centre, also cleated on the ceiling to resist the pressure of the grain, and made grain-tight.

13. All air strakes and open seams must be closed and the sides of the vessel above the turn of the bilge must be sealed after the manner of clapping reversed, and not furred where it can be avoided. When furring is used the ceiling must be made grain-tight at the bilges and sides. All lodging and bosom knees not fitted tight to the deck must be cleated grain-tight around the face of the knees.

14. Vessels with single deck or with one deck and beams carrying a full cargo of grain are required to have, in addition to the forward and after end bulkheads, two trimming bulkheads (thus making a division of three compartments), to extend from the upper deck to within two feet from the bottom of the vessel. Except where the between decks are laid aft, the after one may extend only to the lower deck, and be so placed that in loading the middle compartment will be entirely filled and the end ones left to trim the vessel. If the end compartments are not entirely filled care must be taken that the cargo be properly covered and secured on top to prevent shifting. The studs of the trimming bulkheads to be not less than three by six (3×6) inches and set twenty-two (22) inches from the centres, and all studs to be firmly secured at top and bottom and properly braced and cleated.

15. Vessels carrying bulk and bags must not carry bulk higher than to admit of the stowage of one-quarter of the cargo in bags or not less than five heights of bags over it (except the vessel be under five hundred (500) tons register, when the height may be regulated by the surveyor).

16. Vessels with two decks having bulk grain in hold as high as the between deck shall have strakes of between deck-plank opened on each side over the bulk in the wings and amidships, and have three or four feet of bulk grain in wing and amidship feeders, upon which sufficient grain in bags or other cargo may be stowed over board coverings, as provided for in Rule 8. When the hold is not filled with bulk grain to the between deck, enough space must be left and sufficient cargo stowed over it to properly secure it, as provided for in Rule 8.

17. The pump-well must be sufficiently large to admit of the passage of a man to the bottom of the hold, and with room to work conveniently when there, say not less than four (4) feet fore and aft, and five (5) feet athwartships (reference, however, must be had to the size of the keelson and assistant keelsons), and must be grain-tight and ceiled.

18. Access to the pump-well must be had either by a manhole through the upper deck or by a clear passage-way between decks from the after hatch. In no case must it be from the main hatch.

19. Masts, water-tanks and pumps, either of wood or iron, must be properly cased, to prevent damage from leakage, and mast coats must be strong and tight.

20. The between deck hatches must be kept off, and the scuppers safely plugged to prevent loose grain from running down the ship's timbers.

IRON OR STEEL SAILING VESSELS.

21. The foregoing rules are also to apply to iron or steel sailing vessels, excepting that in cases where the floor and ceiling are in such good condition as to warrant it, the extra floor and ceiling may be dispensed with, and if the stanchions are not over four (4) feet apart and are double, two or three inch plank can be fitted between them for shifting plank.

Vessels having iron or steel between decks without openings for wing feeders, the bulk grain in the lower hold must be secured by at least five heights of bags or its equivalent in other cargo laid over board coverings, as provided in Rule 8.

STEAMERS.

22. Steamers having water ballast tanks must have them covered with a grain-tight platform made of 2½ or 3 inch sound and dry planks, but this platform may be dispensed with where the top of the tanks are of heavy plates and precautions are taken against overflow from the bilges.

23. Steamships without ballast tanks, having a cargo platform, in good order, will not be required to fit a grain floor over it, otherwise such grain floor will be required.

24. Vessels carrying small quantities of grain in bulk must have shifting boards to the top of the grain, and the bulk must be properly covered with boards before any other cargo is stowed over it.

25. Single deck steamers with a continuous hold forward will be required to have a closed bulkhead to divide the same. This rule will also apply to the after hold.

26. Shifting planks must extend from deck to floor where grain is carried in bulk and be properly secured to stanchions, or shored every eight feet of length and every five feet of depth of hold, including hatchways. Shores to be three by eight (3 × 8) inches or four by six (4 × 6) inches.

27. No bulk grain (or seeds in bulk, except oats, as hereinafter provided in Rules 35, 36, and 37) to be carried in between decks, nor where a ship has more than two decks, between the two upper decks, unless in properly constructed feeders to fill the orlop and lower hold. Bulk grain may be carried on orlop or third deck below, provided said orlop has wing openings and amidship feeders to feed same. All amidship feeders to have properly constructed shifting boards to top of combings.

28. Steamers with two or more decks not having sufficient and properly constructed wing and amidship feeders, will be required to leave sufficient space above the bulk in lower hold not less than 5½ feet, to properly secure it with bags or other cargo; the bulk to be covered with boards, as in Rule 8. If an orlop deck has sufficient openings to the lower hold the orlop and lower hold may be considered as one hold and loaded accordingly.

29. Steamers having one deck and beams may carry bulk to such a height as will permit the stowage over it of not less than five tiers of bags, except in the extreme ends, where four tiers of bags may be

sufficient. All bags to be stowed on two tiers of boards, as provided for in Rule 8.

30. Steamers with laid between decks must have hatchway feeders, and if the distance in the lower holds between the forward bulkhead in said holds and the nearest end of the hatchway feeders exceeds twelve (12) feet, then vessel must have a wing feeder on each side provided in the between decks to feed this space. If there are no openings in the between decks for wing feeders five heights of bags must be put on top of the bulk grain from the bulkhead to within twelve (12) feet of the feeders.

The same rule applies when the distance between the after end of the hatchway feeders and the after bulkhead in lower holds exceeds twelve (12) feet.

31. Bags stowed or laid between decks must be dunnaged.

32. Steamers carrying grain in poop or under bridge deck must have such grain in bags and have proper dunnage and shifting boards.

33. Steamers of the large type known as "Turret," with single deck or single deck and beams, may load full cargoes of grain in bulk, but must have shifting boards, as required in Rules 2 and 3, and if required by surveyors trimming bulkheads forward and aft extending from deck to floor, or if coming under hatches to top of combing as directed by the surveyors, and substantially fitted under their supervision. The loose grain in the end compartments to be secured by not less than four tiers of bags on boards properly laid.

34. Steamers that are partly single deck, and partly double deck, known as Switchback and as Part Awning Deck Steamers, may load all bulk grain in the lower holds of their double deck compartments, providing proper amidship feeders and wing feeders are fitted, but the space in the between decks around the feeders must be filled with bagged grain or general cargo, but if the vessel is too deep to carry any grain or other cargo on the between decks the feeders are to be shored or properly secured to the satisfaction of the surveyor.

If there are no openings in between decks for wing feeders and the bulkheads are more than twelve (12) feet away from the nearest end of the amidship feeders five (5) heights of bags must be put on top of the bulk grain from the bulkheads to within twelve (12) feet of the feeders.

All hatchways used as feeders to have properly constructed shifting boards to the top of the combings.

35. *Full Cargo Oats.*—Steamers with double bottoms for water ballast may carry a full cargo of oats in bulk; but if with two or more decks must have tight wing and hatch feeders to feed the lower holds and or orlop, as provided in Rule 30.

36. *Part Cargo of Oats.*—When the quantity of oats carried in bulk between the two upper decks exceeds 60 per cent. of the capacity of the said deck, the excess over 50 per cent. may be stowed in bulk in compartments fitted with wing shifting boards extending from bulkheads at each end of hold to within four (4) feet of the hatches, one of such compartments shall be the largest between deck compartments; or Where a steamer has four or more compartments in between decks oats may be loaded in bulk in all of these compartments if they are provided with wing feeders of increased size to reach from the forward and after bulkhead to within four feet of hatches. The hatch feeders or feeders for lower hold must be capped box feeders, five or six feet in depth. All holds are to be so fitted.

37. In single deck steamers oats in bulk may be loaded over heavy grain with proper separation in two compartments, but the grain in all

other compartments must be properly secured with bagged grain or other cargo easily handled. This rule applies also to steamers where some compartments are double and some single deck.

38. If owing to unusual construction of vessels which may necessitate deviation from the foregoing rules, the surveyor must obtain the approval of the Loading Committee of the Board.

NEW YORK, *October 18, 1899.*

(3)

REGULATIONS OF THE BOARD OF UNDERWRITERS OF NEW ORLEANS,
FOR PREPARATION AND STOWAGE OF GRAIN LOADED VESSELS.

STEAMERS.

1. Steamers, with or without water ballast tanks, must have floors planked with $2\frac{1}{2}$ or 3 inch planks (the same being sound, dry, and grain-tight), and not less than 18 inches above cementing.

2. Steamers with a continuous hold forward will require a close bulk-head in the same, and also aft if deemed necessary by the surveyor.

3. Two (2) to three (3) inch shifting planks, or equivalent, at the discretion of the surveyor, must be properly secured to stanchions and shored every 8 feet of length, and every 5 feet of depth of hold; shores to be 3 by 8 or 4 by 6, at the discretion of the surveyor.

4. The shifting boards must extend from upper deck to keelson where grain is carried in bulk, with secure beam fillings; when grain is carried in bags the shifting boards must extend from deck to deck in the between decks and not less than 4 feet downwards from the beams in the lower holds.

5. No bulk grain to be carried in the between decks, or (where a ship has more than two decks) between the two upper decks, unless in properly constructed feeders to feed the hold; feeders amidships to have centre shifting boards.

6. All grain carried in bulk must be supplied by proper feeders, or sufficient space left to properly secure it with bags of grain or other cargo.

7. Steamers not having properly constructed feeders will be required to leave sufficient space above the bulk, not less than $5\frac{1}{2}$ feet, to properly secure it with bags or other cargo; the bulk to be boarded.

8. Steamers having one deck and beams may carry bulk to such a height as will permit the stowage over it of not less than five heights of bags stowed over boards laid fore and aft (excepting at the extreme ends where four heights will be sufficient), and so placed that each bottom bag shall be supported by two boards with athwartship bearing boards sufficient to prevent the bags from settling into the bulk grain.

9. The grain must be well trimmed up between the beams and wings and the space between the beams and wings completely filled.

10. The class of steamers known as "Switchback" or "Webframe," are allowed to carry all bulk grain in No. 2 hold only. The feeding hatch must have shifting planks as high as the hatch covers.

11. Steamers which have long bridge decks, same being double deck at Nos. 2 and/or 3 holds may carry all bulk grain in said holds, only same must be fitted with properly constructed feeders with shifting boards extending up to the top of hatch covers. No bulk grain will be allowed outside the feeders and between the decks.

12. Bunker hatches within any hold in which they are fitted are to be utilised for feeders when possible. A bulkhead is required between Nos. 1 and 2 holds.

13. Oats may be shipped in bulk in steamers fitted for grain, excepting that feeders will not be required, but they must be well trodden down to the satisfaction of the surveyor while being loaded, or space left for at least five heights of bags.

14. Flax seed is to be shipped in the same manner as wheat, excepting that the boards covering the bulk seed shall be placed close together.

PART CARGOES.

15. Vessels loading part cargoes of grain will conform to above rules, except where there is seven feet or more height between grain in lower holds and decks above, and said grain secured by cotton screwed in over one tier placed on it flat, in which case no platform of boards will be required between grain and cotton.

(4)

MOBILE BOARD OF UNDERWRITERS.

REGULATIONS FOR PREPARATION AND STOWAGE OF GRAIN-LOADED STEAMERS.

1. Steamers with or without water ballast tanks must have floors planked with $2\frac{1}{2}$ or 3 inch planks (the same being sound, dry, and grain-tight), and not less than 18 inches above cementing.

2. Steamers with a continuous hold forward will require a close bulkhead in the same, and also aft if deemed necessary by the surveyor.

3. Two (2) to three (3) inch shifting planks or equivalent, at the discretion of the surveyor, must be properly secured to stanchions, and shored every 8 feet of length and every 5 feet of depth of hold; shores to be 3×8 or 4×6 , at the discretion of the surveyor.

4. The shifting boards must extend from upper deck to keelson, where grain is shifted in bulk, with secure beam fillings; when grain is carried in bags the shifting boards must extend from deck to deck in the between decks, and not less than 4 feet downward from the beams in the lower holds.

5. No bulk grain to be carried in the between decks or (where a ship has more than two decks) between the two upper decks unless in properly constructed feeders to feed the hold; feeders amidships to have centre shifting boards.

6. All grain carried in bulk must be supplied by proper feeders, or sufficient space left to properly secure it with bags of grain or other cargo.

7. Steamers not having properly constructed feeders will be required to leave sufficient space above the bulk, not less than $5\frac{1}{2}$ feet, to properly secure it with bags or other cargo; the bulk to be boarded.

8. Steamers having one deck and beams may carry bulk to such a height as will permit the stowage over it of not less than five heights of bags stowed over boards laid fore and aft (excepting at the extreme ends, where four heights will be sufficient), and so placed that each bottom bag shall be supported by two boards with athwartships bearing boards sufficient to prevent the bags settling into the bulk grain.

9. The grain must be well trimmed up between the beams and wings, and the space between the beams and wings completely filled.

10. The class of steamers known as "Switchback" or "Webframe" are allowed to carry all bulk grain in No. 2 hold only. The feeding hatch must have shifting planks as high as the hatch covers.

Steamers which have long bridge decks, same being double deck at Nos. 2 and/or 3 holds, may carry all bulk grain in said holds, only same must be fitted with properly constructed feeders with shifting boards extending up to the top of hatch covers. No bulk grain will be allowed outside the feeders and between the decks.

Bunker hatches in No. hold are to be utilised for feeders when possible.

A bulkhead is required between Nos. 1 and 2 holds.

11. Oats may be shipped in bulk in steamers fitted for grain, excepting that feeders will not be required, but they must be well trodden down, to the satisfaction of the surveyor, while being loaded, or space left for at least five heights of bags.

12. Flax seed is to be shipped in the same manner as wheat, excepting that the boards covering the bulk seed shall be placed close together.

PART CARGOES.

Vessels loading part cargoes of grain will conform to above rules, except where there is 7 feet or more height between grain in lower holds and decks above, and said grain secured by cotton screwed in over one tier placed on it flat, in which case no platform of boards will be required between grain and cotton.

Approved by Mobile Board of Underwriters,
(Signed)

JOS. F. MITCHELL,
Secretary.
WM. B. ROSE,
President.

(5)

RULES FOR LOADING IRON OR STEEL SHIPS WITH ONE-THIRD OF CARGO OF WHEAT IN BULK FROM PACIFIC COAST TO EUROPE.

(Adopted by the Wheat Tariff Association.)

1. The pump-well must be sufficiently large to admit of the passage of a man to the bottom of the hold and have room to work conveniently there; and must be grain-tight, and cased if required.

Access to the pump-well must be either by a manhole through the upper deck or by a clear passage way between decks from the after hatch; in no case must it be from the main hatch.

2. Bulk or loose grain must be taken in bins prepared for that purpose. Material for bins must be of well-seasoned spruce or pine stock. Unseasoned lumber must not be used where it will come in contact with the grain.

3. The floor of bin must be laid on sleepers of scantling, 3 × 4 inches in size, 16 inches apart from centre to centre, supported by studs in the bilges of corresponding size, also 16 inches from centre to centre. It should be raised 6 inches over the floor of the vessel; in the bilge, 9 inches.

All defects in the ceiling of the ship must be made good before the floors of the bin are laid, and care must be taken that the casing around the iron keelson be made grain-tight.

The sides of the vessel above the turn of the bilge must be ceiled after the manner of clapboarding, so as to shed grain, and the boards must be lapped not less than 2 inches and securely nailed with steel wire nails.

In no case should the floor of the bin be laid on loose dunnage. The floor is considered as extending from the keelson to the turn of the bilge. It must be laid with two thicknesses of 1-inch boards, so that they will break joints at the edges and ends, and care must be taken that it be perfectly tight.

The bins to be lined with burlaps or sails to the height of the bulk grain.

4. The studs for the forward and after bulkheads must be equal to 4 × 8 inches. They must be set 20 inches apart from centre to centre, firmly secured at the top and bottom, and properly braced and cleated on the ceiling to resist the pressure of the grain.

5. Shifting boards, two inches thick, must extend from the keelson to the deck on each side of the stanchions, fitted tight to the beams, with battens over the seams, and care must be taken that the stanchions are well secured at both ends and not more than 7 feet apart.

Two thicknesses of 1-inch board may be substituted for the 2-inch boards, provided they are fixed to break joints at the edges and ends.

Shifting boards to be shored off to sides of ship in wake of hatches.

Wooden stanchions of same thickness as the iron stanchions to be put in and driven tight from beams to keelson, to which the shifting boards are to be secured.

Exceptions may be made in cases where permanent shifting planks are satisfactorily fitted.

6. Masts and water tanks, either of wood or iron, must be properly cased to prevent damage from leakage. Mast coats must be strong and tight.

7. Vessels being loaded with over 12,000 bushels (360 short tons) of grain in bulk must have intermediate athwartships partitions or bulkheads.

8. Vessels carrying bulk and bags should not carry the bulk higher than to admit of the stowage of not less than six heights of bags over it, stowed as customary, on a platform of 1-inch boards, not more than 6 inches apart, supported on and nailed to 1-inch boards not more than 5 feet apart, so as to prevent the bags from settling into the bulk grain.

Each bottom bag to be so placed that it shall be supported by two boards running crosswise to the bags.

Two tiers of bags to be stowed from the bottom of the bins to the top of the bulk wheat, around the masts, pump-well and tank.

9. No double deck vessel is permitted to carry bulk grain in the between decks.

(6)

REGULATIONS FOR THE LOADING OF CARGOES OF GRAIN IN BAGS AT PACIFIC COAST PORTS.

(Adopted by the Wheat Tariff Association.)

WOODEN SHIPS.

1. Dunnage in the bottom to be not less than ten inches on the floor, and fifteen inches at the bilge.

Dunnage and sides to be clapboarded from the keelson to the upper deck shelf.

All decks to be dunnaged with strip and board two inches high.

Sufficient covering to be laid over the bottom as high as the upper turn of the bilge, all fore and aft, to prevent the loose grain getting to the pumps.

2. Shifting boards two inches thick, placed on each side of the stanchions, abreast of each other, must extend from deck to deck in the between decks, and must extend not less than four feet downward from the beams in the lower hold, and be secured to the satisfaction of the surveyors.

3. In vessels where no manhole is fitted to get to the pumps, a proper communication is to be left through the cargo to get access to the pump-well.

IRON SHIPS.

4. Dunnage in the bottom to be not less than six inches on the floor and ten inches at the bilge. Lower hold to be lined with boards from the keelson to the lower deck beams.

The sides of the between decks, if fore and aft battened only, the space between the battens to be filled in with boards.

Where vertical battens are fitted over the fore and aft ones, thick mats may be used in lieu of the boards before mentioned, but in the absence of mats, additional vertical battens are to be fitted between the original ones.

Where the between deck is laid and caulked, with combings fitted round hatchways, the deck to be dunnaged with strip and board two inches high; but where the deck is open, the gutter waterway only will require to be covered with a fore and aft board.

5. In all cases where a vessel has carried salt or other cargo which leaves a permanent dampness in the deck, it is to be dunnaged in the same manner as a laid deck.

6. Covering of bottom, arrangement of shifting boards, and passage to pump-well to be as prescribed for wooden ships.

I hereby certify that the foregoing Regulations numbered 1 to 6 are the Regulations of the Wheat Tariff Association, San Francisco, in respect of ships loading grain cargoes.

Dated this 16th day of November 1896.

(Signed)

EDM. L. WOODS,
*Secretary to the Wheat Tariff Association,
San Francisco.*

(7)

MONTREAL.

REVISED RULES AND REGULATIONS OF THE OFFICE OF THE PORT WARDEN OF THE HARBOUR OF MONTREAL, SANCTIONED BY THE COUNCIL OF THE MONTREAL BOARD OF TRADE, 28TH MAY 1895.

1. The master of any vessel intending to load grain for any port not within the limits of inland navigation shall notify the Port Warden, who shall ascertain whether such vessel is in a fit state and condition to receive and carry her cargo in safety to its destination, and if, in his opinion, she is unfit, he shall declare what repairs are necessary. While the different holds are being prepared, the master shall notify the Port Warden from time to time, who shall see that each hold is in a fit and proper state and condition to receive grain, and shall enter in the books

of his office all particulars connected with these surveys, and grant necessary certificates.

2. *Limbers*.—The limber boards to be lifted and limbers and water courses to the ship's pumps to be cleaned where necessary.

3. *Ceiling*.—The seams of ceiling over water ballast tanks will require to be made grain-tight by nailing $\frac{1}{2} \times 2$ inch battens over them.

4. *Flooring*.—Where there are no ballast tanks nor permanent grain ceiling, a flooring will be required extending from the keelson to the turn of the bilge of 3×4 inch scantling, close boarded edge to edge, with two 1-inch boards breaking joints and made grain-tight, the cement between the frames above the ceiling to be examined and repaired if necessary, pump and other casings where passing through the ship's ceilings to be made grain-tight.

5. In vessels having water ballast tanks in Nos. 2 and 3 holds, the Port Warden in his discretion may grant a certificate and permit bulk grain to be loaded in No. 1 and No. 4 holds, provided that on examination the ship's ceiling in these holds is found to be dry and in good order, the seams caulked and made grain-tight.

6. *Shifting Boards*.—Shifting boards must extend from the upper deck to the keelson when grain is carried in bulk; when grain is carried in bags the shifting boards must extend from deck to deck in the between decks, and not less than four feet downwards from the beams in the lower holds.

Shifting boards to be built of two or three inch planks laid close on edge, properly secured to the hold pillars, or shored every eight feet of length and five feet of height of hold, the shores or braces to be 3×6 inches or 4×6 inches, according to length, and firmly secured at both ends; in the hatchways the shores not to be further apart than five feet of length of hatch. Filling pieces to be fitted between the beams where bulk grain is carried. Shifting boards to be fitted in the between decks when grain or flour in bags is carried. A bulkhead is to be built if the forward hold is continuous between No. 1 and No. 2 hatches.

7. *Feeders*.—Grain carried in bulk must be supplied by proper feeders, or else secured by bags of grain or other cargo.

Feeders to be constructed of 3×6 inch studding fitted inside of hatch coamings if possible, cleated at head and foot, boarded with $1\frac{1}{4}$ inch boards on the inside of studding, shifting boards in centre to extend above bulk grain, and shored from side of feeders or hatch coamings; between deck scuttles to be used as supplementary feeders when practicable, the size of the box to be regulated by the Port Warden. Bunker hatches to be utilised as feeders when feasible. The quantity of bulk grain in the feeders should be equal to four inches of hold surface.

8. *Stowage*.—Steamers having one deck and beams may carry bulk grain to such a height as will permit the stowage over it of four heights of bagged grain, and where bagged grain or other cargo is used for securing the bulk grain, boards of one-inch thickness must be laid close, edge to edge, on athwartship bearers not more than four feet apart, on the bulk grain to prevent it shifting. The bulk grain must be well trimmed up between the beams and in the wings, and all spaces completely filled.

9. There shall not be carried between the decks, or if the ship has more than two decks, between the main and upper decks, any heavy grain in bulk, except such as may be necessary for feeding the cargo of the hold, and is carried in properly constructed feeders.

10. No vessel over 400 tons register shall be permitted to load an entire cargo of grain in bulk, oats excepted. Oats may be carried in

bulk to any extent, irrespective of the tonnage of the ship, but subject to such regulations with reference to dunnage, lining and shifting boards, as the Port Warden may prescribe.

11. The master shall inform the Port Warden of the quantity of bunker coal his vessel may require to take in after leaving this port, so that due allowance may be made when the freeboard is given. The freeboard of all vessels to be regulated by the Port Warden, but the freeboard is never to be less than that assigned under the provisions of the Imperial Merchant Shipping Act, 1894.

II.

OFFICIAL NOTICE.

MEDITERRANEAN AND BLACK SEA.

Merchant Shipping Act, 1894.

WHEREAS it is provided by section 453 of the Merchant Shipping Act, 1894, that "Where a British ship laden with a grain cargo at any port in the Mediterranean or Black Sea is bound to ports outside the Straits of Gibraltar, or where a British ship is laden with a grain cargo on the coast of North America, the precautions to prevent the grain cargo from shifting, set out in the Eighteenth Schedule to this Act, shall be adopted, unless the ship is loaded in accordance with regulations for the time being approved by the Board of Trade."

Now, therefore, the Board of Trade approve the following regulations, viz. :—

1. In the case of single-decked ships loading a grain cargo at a port in the Mediterranean or Black Sea, where no provision is made for feeding the hold, and where, according to the requirements of the Eighteenth Schedule of the said Act, one-fourth of the grain carried in any one compartment, bin, or division must be in bags, the Board of Trade have approved a regulation that the whole fourth, or any part of the fourth, of the compartment, bin, or division which would, according to the requirements aforesaid, be stowed with grain in bags, may in lieu thereof be stowed with bales of cotton, bales of grass, or bags of flour, or other suitable cargo; provided always that the substituted cargo be supported on suitable platforms laid on the grain in bulk and be so stowed as to prevent the grain from shifting.

2. In the case of ships having two decks, oats, cotton seed, or barley may be carried in bulk in the 'tween decks, provided that—

(a) Grain-tight feeders be fitted from the lower hold through the hatches to the uppermost deck: such feeders to contain not more than six per cent. and not less than three per cent. of the quantity carried in the hold or compartment they feed. These feeders must not interfere with or decrease in any way the * two per cent. which is required to feed the grain carried in the 'tween decks.

* In the *Rothbury* it was decided that the 2 per cent. mentioned in the Regulations means in two-decked vessels 2 per cent. of the whole amount in the 'tween-deck compartments and in the hold below, not merely 2 per cent. of the quantity in the 'tween-deck compartment. There is also a comment in this case on what constitutes bad stowage. The Judge (Sir Charles Butt) said: "The fore hold was not full, the grain being trimmed on a slant up to the bulkhead, and spare gear placed on the top of the cargo. This was obviously improper stowage."

Or (in lieu of the regulation contained in the paragraph (a) above) may be substituted the following:—

- (b) That the between deck hatches shall not at any time be put on; and
- (c) That strakes of the deck be lifted, or if the deck is an iron deck, sufficient openings be made through the deck in the wings, which with the open hatches shall admit of the cargo in the between decks feeding the lower hold.

The regulations contained below shall also be observed whether the ship is loaded under the regulation contained in paragraph (a) above, or in accordance with the regulations contained in the paragraphs (b) and (c) above; that is to say,

- (d) There shall be longitudinal grain-tight shifting boards in accordance with Clause 3 of the Eighteenth Schedule of the said Act, and the grain shall be properly stowed, trimmed, and secured, as required by Clause 4 of the said Schedule.
- (e) Feeders shall be fitted to feed the grain carried in the between decks, such feeders to contain not less than two per cent. of the compartments they feed. If strakes of the deck be lifted, or sufficient openings are left to enable the grain in the 'tween decks to feed the lower hold, then it is obvious that the feeders must contain at least two per cent. of the compartments they feed, *i.e.* the 'tween decks, plus the lower hold.
- (f) The space in the 'tween decks in which the grain in bulk is carried shall be bounded at each end by grain-tight transverse bulk-heads or partitions extending from deck to deck.
- (g) The ship shall not be overloaded.

3. If at any time it should appear to the Board of Trade that the above regulations or any of them insufficiently provide for the safety of the ship, and should therefore in their opinion be revoked and withdrawn; or that they need alteration; the Board of Trade will revoke, withdraw, or alter them accordingly.

COURTENAY BOYLE,
Secretary.

INGRAM B. WALKER,
Assistant Secretary.

*Marine Department, Board of Trade,
April 1897.*

APPENDIX VIII.

RULES MADE BY BOARD OF TRADE UNDER THE MERCHANT SHIPPING ACT, 1894.

(57 & 58 VICT. c. 60.)

To come into effect 31st March 1902.

FOR the purposes of these Rules, British ships shall be arranged into the following classes:—

DIVISION (A).—Class 1.—Steamships carrying emigrant passengers subject to all the provisions of the “Passengers Acts.”

Class 2.—Foreign-going steamships having passenger certificates under the “Merchant Shipping Act.”

Class 3.—Steamships having passenger certificates under the “Merchant Shipping Act” authorising them to carry passengers anywhere within the home-trade limits; that is to say, between places in the United Kingdom, or between the United Kingdom and ports in Europe between the River Elbe and Brest.

Class 4.—Foreign-going steamships not certified to carry passengers.

DIVISION (B).—Class 1.—Sailing ships carrying emigrant passengers subject to all the provisions of the Merchant Shipping Act.

Class 2.—Foreign-going sailing ships carrying passengers, but not subject to all the provisions of the Merchant Shipping Act.

Class 3.—Foreign-going sailing ships not carrying passengers.

Class 4.—Sailing ships carrying passengers anywhere within the home-trade limits.

DIVISION (C).—Class 1.—Steamships not certified to carry passengers plying anywhere within the home-trade limits.

Class 2.—Sailing ships in the same trades not carrying passengers.

DIVISION (D).—Class 1.—Steamships having passenger certificates authorising them to carry passengers within certain specified limits of the home trade; that is to say, on short specified passages along the coasts of the United Kingdom, or between Great Britain and Ireland, or between Great Britain or Ireland and the Isle of Man.

Class 2.—Steamships carrying passengers in estuaries or mouths of rivers, or on short excursions or pleasure trips to sea.

Class 3.—Steamships not certified to carry passengers but employed solely in the coasting trade.

Class 4.—Sailing ships not carrying passengers but employed solely in the coasting trade.

Class 5.—Steam fish carriers, tug-boats, and steam lighters, which proceed to sea.

Class 6.—Steam launches proceeding for short distances to sea.

DIVISION (E).—Class 1.—Steamships carrying passengers on rivers, lakes, or land-locked inland waters, but not going to sea or into rough waters.

Class 2.—Tug-boats and steam lighters which do not proceed to sea.

Class 3.—Hulks, dredgers, steam hoppers, &c., which proceed to sea and which do not proceed to sea.

DIVISION (A)—Class 1.

RULES FOR STEAMSHIPS CARRYING EMIGRANT PASSENGERS SUBJECT TO ALL THE PROVISIONS OF THE MERCHANT SHIPPING ACT.

(a) Ships of Division (A) Class 1, shall carry boats placed under davits, fit and ready for use, and having proper appliances for getting them into the water, in number and capacity as prescribed by the Table in the Appendix to these Rules: such boats shall be equipped in the manner required by and shall be of the description defined in the General Rules appended hereto.

(b) Masters or owners of ships of this class claiming to carry fewer boat under davits than are given in the Table must declare before the collector or other officers of Customs, at the time of clearance, that the boats actually placed under davits are sufficient to accommodate all persons on board, allowing 10 (ten) cubic feet of boat capacity for each adult person, or "statute adult."

(c) Not less than half the number of boats placed under davits, having at least half the cubic capacity required by the Tables, shall be boats of Section (A), or Section (B). The remaining boats may also be of such description, or may, in the option of the shipowner, conform to Section (C), or Section (D), provided that not more than two boats shall be of Section (D).

(d) If the boats placed under davits in accordance with the Table do not furnish sufficient accommodation for all persons on board, then additional wood, metal, collapsible or other boats of approved description (whether placed under davits or otherwise) or approved life rafts shall be carried. One of these boats may be a steam launch; but in that case the space occupied by the engines and boilers is not to be included in the estimated cubic capacity of the boat.

Subject to the provisions contained in paragraph (f) of these rules, such additional boats or rafts shall be of at least such carrying capacity that they and the boats required to be placed under davits by the Table provide together in the aggregate, in vessels of 5,000 tons gross and upwards, three-fourths, and in vessels of less than 5,000 tons gross, one-half, more than the minimum cubic contents required by column 3 of that Table. For this purpose 3 cubic feet of air case in the life raft is to be estimated as 10 cubic feet of internal capacity. Provided always that the rafts will accommodate all the persons for which they are to be certified under the rules, and also have 3 cubic feet of air case for each person.

All such additional boats or rafts shall be placed as conveniently for being available as the ship's arrangements admit of, having regard to the avoidance of undue encumbrance of the ship's deck and to the safety of the ship for her voyage.

(e) In addition to the life-saving appliances before mentioned, ships of this class shall carry not less than one approved life-buoy for every boat placed under davits. They shall also carry approved life-belts or other similar approved articles of equal buoyancy suitable for being worn on the person, so that there may be at least one for each person on board the ship.

(f) Provided, nevertheless, that no ship of this class shall be required

to carry more boats or rafts than will furnish sufficient accommodation for all persons on board.

DIVISION (A)—Class 2.

RULES FOR FOREIGN-GOING STEAMSHIPS HAVING PASSENGER CERTIFICATES UNDER THE MERCHANT SHIPPING ACT.

Ships of this class shall be subject to the same requirements as those in Division (A), Class 1.

DIVISION (A)—Class 3.

RULES FOR STEAMSHIPS HAVING PASSENGER CERTIFICATES UNDER THE MERCHANT SHIPPING ACT AUTHORISING THEM TO CARRY PASSENGERS ANYWHERE WITHIN THE HOME-TRADE LIMITS; THAT IS TO SAY, BETWEEN PLACES IN THE UNITED KINGDOM OR BETWEEN THE UNITED KINGDOM AND PORTS IN EUROPE BETWEEN THE RIVER ELBE AND BREST.

(a) Ships of this class shall carry boats placed under davits in accordance with the Table.

(b) Masters or owners of ships of this class claiming to carry fewer boats under davits than are given in the Table must declare before the collector or other officer of Customs that the boats actually placed under davits are sufficient to accommodate all persons on board, allowing 10 (ten) cubic feet of boat capacity for each adult person, or "statute adult."

(c) Not less than half the number of boats placed under davits shall be boats of Section (A), or Section (B). The remaining boats may also be of such description, or may, in the option of the shipowner, conform to Section (C), or Section (D), provided that not more than two boats shall be of Section (D).

(d) If the boats placed under davits in accordance with this requirement do not furnish sufficient accommodation for all persons on board, then additional wood, metal, collapsible, or other boats of approved description (whether placed under davits or otherwise), or approved life-rafts, or approved buoyant deck seats, or other approved buoyant deck fittings, shall be carried of at least such cubical capacity that they and the boats required to be placed under davits by the Table provide together in the aggregate one-half more than the minimum cubic contents provided by Column 3 of that Table. For this purpose 3 cubic feet of air case in the life-raft is to be estimated as 10 cubic feet of internal capacity. Provided always that the rafts will accommodate all the persons for which they are to be certified under the rules, and also have 3 cubic feet of air case for each person.

(e) Ships of this class shall carry not less than six approved life-buoys.

(f) They shall also carry, in addition to the boats and appliances required above, approved life-belts or other similar approved articles of equal buoyancy suitable for being worn on the person, so that there may be at least one for each person on board the ship.

(g) Provided nevertheless, that no ship of this class shall be required to carry more boats, rafts, and other buoyant deck fittings than will furnish sufficient accommodation for all persons on board.

DIVISION (A)—Class 4.

RULES FOR FOREIGN-GOING STEAMSHIPS NOT CERTIFIED TO CARRY PASSENGERS.

(a) Ships of this class shall carry, on each side, at least so many and such boats of wood or metal placed under davits (of which one on one side shall be a boat of Section (A), or Section (B), and on the other side shall be a boat of Section (A), or Section (B), or Section (C)) that the boats on each side of the ship shall be sufficient to accommodate all persons on board.

(b) They shall carry approved life-belts, so that there may be one for each person carried on board the ship.

(c) They shall carry not less than six approved life-buoys.

In the case of small steamships a discretion may be exercised by the Board of Trade to modify the requirements as to boats.

DIVISION (B)—Class 1.

RULES FOR SAILING SHIPS CARRYING EMIGRANT PASSENGERS SUBJECT TO ALL THE PROVISIONS OF THE MERCHANT SHIPPING ACT.

(a) Ships of Division (B), Class 1, shall carry boats in accordance with the Table, and such boats shall be as far as practicable placed under davits, with proper appliances for getting them into the water. All boats not placed under davits are to be so carried that they can be readily got into the water.

(b) Not less than half the number of boats placed under davits, having at least half the cubic capacity required by the Tables, shall be boats of Section (A), or Section (B). The remaining boats may also be of such description, or may, in the option of the shipowner, conform to Section (C), or Section (D), provided that not more than two boats shall be of Section (D).

(c) If the boats placed under davits in accordance with the Table do not furnish sufficient accommodation for all persons on board, then additional wood, metal, collapsible, or other boats of approved description (whether placed under davits or otherwise), or approved life-rafts shall be carried. One of these boats may be a steam launch; but in that case the space occupied by the engines and boilers is not to be included in the estimated cubic capacity of the boat.

Subject to the provisions contained in paragraph (c) of these rules, such additional boats or rafts shall be of at least such carrying capacity that they and the boats required to be placed under davits by the Table, provide together in the aggregate three-fourths more than the minimum cubic contents required by Column 3 of that Table. For this purpose 3 cubic feet of air case in the life-raft is to be estimated as 10 cubic feet of internal capacity. Provided always that the rafts will accommodate all the persons for which they are to be certified under the rules, and also have 3 cubic feet of air case for each person.

All such additional boats or rafts shall be placed as conveniently for being available as the ship's arrangements admit of, having regard to the avoidance of undue encumbrance of the ship's deck and to the safety of the ship for her voyage.

(d) In addition to the life-saving appliances before mentioned, ships of this class shall carry not less than one approved life-buoy for every boat required by the rules to be placed under davits. They shall also carry

approved life-belts or other similar approved articles of equal buoyancy suitable for being worn on the person, so that there may be at least one for each person on board the ship.

(e) Provided nevertheless that no ship of this class shall be required to carry more boats or rafts than will furnish sufficient accommodation for all persons on board.

DIVISION (B)—Class 2.

RULES FOR FOREIGN-GOING SAILING SHIPS CARRYING PASSENGERS, BUT NOT SUBJECT TO ALL THE PROVISIONS OF THE MERCHANT SHIPPING ACT.

Ships of this class shall be subject to the same requirements as those in Division (B), Class 1.

DIVISION (B)—Class 3.

RULES FOR FOREIGN-GOING SAILING SHIPS NOT CARRYING PASSENGERS.

(a) Ships of this class shall carry a boat or boats of Sections (A) or (B) sufficient for all the persons on board, and in addition thereto one good serviceable boat of Section (D). Such boats shall as far as practicable, having due regard to their safety at sea, be placed under davits, with proper appliances for getting them quickly into the water; all boats not placed under davits are to be so carried that they can readily be got into the water to the satisfaction of the Board of Trade officer.

(b) They shall carry approved life-belts as required for ships in Division (B), Class 1, and also one life-buoy for each boat of wood or metal.

In the case of small vessels a discretion may be exercised by the Board of Trade to modify the boat requirements.

DIVISION (B)—Class 4.

SAILING SHIPS CARRYING PASSENGERS ANYWHERE WITHIN THE HOME-TRADE LIMITS.

(a) Ships of this class shall carry a boat or boats of Sections (A) and (B) or (C) sufficient for all the persons on board. Such boats shall be as far as practicable under davits; all boats not placed under davits are to be so carried that they can readily be got into the water to the satisfaction of the Board of Trade officer.

(b) They shall carry four life-buoys and a life-belt or other similar approved article for each person on board.

DIVISION (C)—Class 1.

RULES FOR STEAMSHIPS NOT CERTIFIED TO CARRY PASSENGERS PLYING ANYWHERE WITHIN THE HOME-TRADE LIMITS.

(a) Ships of this class shall carry, on each side, at least so many and such boats of wood or metal placed under davits (of which one on each side shall be a boat of Section (A), or of Section (B), or of Section (C),) that the boats on each side of the ship shall be sufficient to accommodate all persons on board. They shall have proper appliances for getting the boats into the water.

- (b) They shall also carry approved life-belts, so that there may be at least one for each person carried on board the ship.
- (c) They shall also carry not less than four approved life-buoys.

DIVISION (C)—Class 2.

RULES FOR SAILING SHIPS IN THE SAME TRADES NOT CARRYING PASSENGERS.

(a) Ships of this class shall carry a boat or boats of wood or metal, at least sufficient for all persons on board, and in such a position as to be readily got into the water. Each boat shall be provided with one gallon of vegetable or animal oil, and a vessel of an approved pattern for distributing it in the water in rough weather.

(b) Ships of this class shall also carry an approved life-belt for each person on board.

(c) They shall also carry at least two approved life-buoys.

DIVISION (D)—Class 1.

RULES FOR STEAMSHIPS HAVING PASSENGER CERTIFICATES AUTHORIZING THEM TO CARRY PASSENGERS WITHIN CERTAIN SPECIFIED LIMITS OF THE HOME TRADE; THAT IS TO SAY, ON SHORT SPECIFIED PASSAGES ALONG THE COASTS OF THE UNITED KINGDOM, OR BETWEEN GREAT BRITAIN AND IRELAND, OR BETWEEN GREAT BRITAIN OR IRELAND AND THE ISLE OF MAN.

(a) Ships of this class shall, according to their tonnage, carry boats placed under davits, as required by the Table.

(b) Masters or owners of ships of this class claiming to carry fewer boats under davits than are given in the Table must declare before the collector or other officer of Customs that the boats actually placed under davits are sufficient to accommodate all persons on board, allowing 10 (ten) cubic feet of boat capacity for each adult person, or "statute adult." Not less than half the number of boats placed under davits having at least half the cubic capacity required by the Tables, shall be boats of Section (A) or Section (B). The remaining boats may also be of such description, or may, in the option of the shipowners, conform to Section (C) or Section (D), provided that not more than two boats shall be of Section (D).

(c) If the boats placed under davits in accordance with the above requirements do not furnish sufficient accommodation for all persons on board, then additional wood, metal, collapsible, or other boats of approved description (whether placed under davits or otherwise), or approved life-rafts, or approved buoyant deck seats, or other approved buoyant deck fittings, shall be carried of at least such cubical capacity that they and the boats required to be placed under davits by the Table provide together in the aggregate one half more than the minimum cubic contents provided by Column 3 of the Table. For this purpose 3 cubic feet of air case in the life-raft is to be estimated as 10 cubic feet of internal capacity; provided always that the rafts will accommodate the persons for which they are certified under the rules, and also have 3 cubic feet of air case for each person.

(d) Ships of this class shall also carry approved life-belts or other similar approved articles of equal buoyancy suitable for being worn on the person, so that there may be at least one for each person on board the ship.

(e) At least one approved life-buoy shall also be provided for each boat of wood or metal carried by the ship, but in no case shall less than six approved life-buoys be provided.

(f) Provided nevertheless, that no ship of this class shall be required to carry more boats, rafts, and other buoyant deck fittings than will furnish sufficient accommodation for all persons on board.

DIVISION (D)—Class 2.

Steamships carrying passengers in estuaries or mouths of rivers, or on short excursions or pleasure trips to sea :—

(a) Ships of this class shall carry at least two boats of Section (A), or Section (B), or Section (C), placed under davits, and with proper appliances for getting them into the water.

(b) They shall also carry other boats, approved buoyant apparatus, and (or) approved life-belts sufficient (with the boats required by paragraph (a)) to keep afloat all the persons on board the ship.

(c) At least four approved life-buoys shall be carried.

DIVISION (D)—Class 3.

Steamships not certified to carry passengers, and employed solely in the coasting trade :—

(a) Ships of this class shall carry one boat of Sections (A), (B), or (C), so fitted that it can be readily put out on either side of the ship, and amply sufficient to carry all the persons on board.

(b) They shall carry two approved life-buoys.

(c) They shall carry life-belts, so that there may be one for each person on board the ship.

DIVISION (D)—Class 4.

Sailing ships not carrying passengers, and employed solely in the coasting trade :—

(a) Ships of this class shall carry one boat so fitted that it can be readily put out on either side of the ship, and amply sufficient to carry all the persons on board.

(b) They shall carry two approved life-buoys.

(c) They shall carry life-belts, so that there may be one for each person on board the ship.

DIVISION (D)—Class 5.

Steam fish carriers, tug-boats, and steam lighters which proceed to sea :—

(a) Ships of this class shall carry one boat of Sections (A), (B), or (C), so fitted that it can be readily put out on either side of the ship, and amply sufficient to carry all the persons on board.

(b) They shall carry two approved life-buoys.

(c) They shall carry life-belts, so that there may be one for each person on board the ship.

DIVISION (D)—Class 6.

Steam launches proceeding for short distances to sea :—

(a) Steam launches are themselves little more than boats, and therefore shall not be required to carry boats.

- (b) They shall carry two approved life-buoys.
- (c) They shall carry life-belts, so that there may be one for each person on board.

DIVISION (E)—Class 1.

RULES FOR STEAMSHIPS CARRYING PASSENGERS ON RIVERS, LAKES, OR LAND-LOCKED INLAND WATERS, BUT NOT GOING TO SEA OR INTO ROUGH WATERS.

(a) Ships of this class shall carry one boat in such a position that it can readily be got into the water. They shall also carry approved buoyant apparatus or approved life-belts and approved life-buoys at least sufficient, together with the boat, to keep afloat all persons carried on board.

(b) At least four approved life-buoys shall be carried.

NOTE.—A discretion may be exercised by the Board of Trade to relieve steam launches, steamers plying in narrow waters, and ferry boats, from the operation of the whole or part of Rule (a) of this Class.

DIVISION (E)—Class 2.

Tug-boats and steam lighters which do not proceed to sea:—

- (a) These vessels shall carry one boat of any Section sufficient to carry all the persons on board.
- (b) They shall carry two approved life-buoys.
- (c) They shall carry approved life-belts, so that there may be one for each person on board.

DIVISION (E)—Class 3.

Hulks, dredgers, steam hoppers, &c.

If these vessels do not proceed to sea from one port to another they shall carry the same boats and appliances as provided for in Class 2.

If they proceed to sea from one port to another they shall carry in addition one boat of Sections (A), (B), or (C), sufficient to carry all the persons on board, and with proper appliances to enable it to be put out readily on either side of the ship.

GENERAL RULES.

(1.) BOATS.—All boats shall be constructed and properly equipped as provided by these Rules, and all boats and other life-saving appliances are to be kept ready for use to the satisfaction of the Board of Trade. Internal buoyancy apparatus may be constructed of wood, or of copper or yellow metal of not less than 18 ozs. to the superficial foot, or of other durable material.

Section (A).—A boat of this section shall be a life-boat, of whale-boat form, properly constructed of wood or metal, having for every 10 cubic feet of her capacity computed as in Rule (2), at least 1 cubic foot of strong and serviceable inclosed air-tight compartments, so constructed that water cannot find its way into them. In the case of metal boats an addition will have to be made to

the cubic capacity of the air-tight compartments, so as to give them buoyancy equal to that of the wooden boat.

Section (B).—A boat of this section shall be a life-boat, of whale-boat form, properly constructed of wood or metal, having inside and outside buoyancy apparatus together equal in efficiency to the buoyancy apparatus provided for a boat of Section (A). At least one-half of the buoyancy apparatus must be attached to the outside of the boat.

Section (C).—A boat of this section shall be a life-boat, properly constructed of wood or metal, having some buoyancy apparatus attached to the inside and (or) outside of the boat equal in efficiency to one-half of the buoyancy apparatus provided for a boat of Section (A) or Section (B). At least one-half of the buoyancy apparatus must be attached to the outside of the boat.

Section (D).—A boat of this section shall be a properly constructed boat of wood or metal.

Section (E).—A boat of this section shall be a boat of approved construction, form, and material, and may be collapsible.

(2.) **CUBIC CAPACITY.**—The cubic capacity of a boat shall be deemed to be her cubic capacity, ascertained (as in measuring ships for tonnage capacity) by Stirling's rule; but as the application of that rule entails much labour, the following simple plan, which is approximately accurate, may be adopted for general purposes, and when no question requiring absolute correct adjustment is raised :—

Measure the length and breadth outside and the depth inside. Multiply them together by '6; the product is the capacity of the boat in cubic feet. Thus a boat 28 ft. long, 8 ft. 6 in. broad, and 3 ft. 6 in. deep, will be regarded as having a capacity of $28 \times 8.5 \times 3.5 \times .6 = 499.8$, or 500 cubic feet. If the oars are pulled in rowlocks, the bottom of the rowlock is to be considered the gunwale of the boat for ascertaining her depth.

(3.) **NUMBER OF PERSONS FOR BOATS.**—The number of persons a boat of Section (A) shall be deemed fit to carry shall be the number of cubic feet ascertained as in Rule (2) divided by 10.

The number of persons a boat of Section (B), Section (C), Section (D), or Section (E) shall be deemed fit to carry shall be the number of cubic feet ascertained as in Rule (2) divided by 8. The space in the boat shall be sufficient for the seating of the persons carried in it, and for the proper use of the oars.

(4.) **APPLIANCES FOR LOWERING BOATS.**—Appliances for getting a boat into the water must fulfil the following conditions :—Means are to be provided for speedily, but not necessarily simultaneously or automatically, detaching the boats from the lower blocks of the davit tackles; the boats placed under davits are to be attached to the davit tackles and kept ready for service; the davits are to be strong enough and so spaced that the boats can be swung out with facility; the points of attachment of the boats to the davits are to be sufficiently away from the ends of the boats to ensure their being easily swung clear of the davits; the boats' chocks are to be such as can be expeditiously removed; the davits, falls, blocks, eyebolts, rings, and the whole of the tackling are to be of sufficient strength; the boats' falls are to be long enough to lower the boat into the water with safety when the vessel is light. The life-lines shall be fitted to the davits and be long enough to reach the water when the vessel is light; and hooks are not to be attached to the lower tackle blocks.

(5.) **EQUIPMENTS FOR COLLAPSIBLE OR OTHER BOATS AND FOR LIFE-RAFTS.**—In order to be properly equipped, each boat shall be provided as follows :—

- (a) With the full single-banked complement of oars, and two spare oars.
- (b) With two plugs for each plug-hole, attached with lanyards or chains and one set and a half of thole pins or crutches, attached to the boat by sound lanyards.
- (c) With a sea-anchor, a baler, a rudder and a tiller, or yoke and yoke lines, a painter of sufficient length, and a boat-hook. The rudder and baler to be attached to the boat by sufficiently long lanyards, and kept ready for use. In boats where there may be a difficulty in fitting a rudder a steering oar may be provided instead.
- (d) A vessel to be kept filled with fresh water shall be provided for each boat.
- (e) Life-rafts shall be fully provided with a suitable approved equipment.

(6.) **ADDITIONAL EQUIPMENTS FOR BOATS OF SECTION (A) AND SECTION (B).**—In order to be properly equipped, each boat of Sections (A) and (B), in addition to being provided with all the requisites laid down in Rule (5), shall be equipped as follows, but not more than four boats in any one ship require to have this outfit, and where boats of Sections (A) or (B) are carried in lieu of boats of Sections (C) or (D), this additional outfit need not be insisted on :—

- (a) With two hatchets or tomahawks, one to be kept in each end of the boat, and to be attached to the boat by a lanyard.
- (b) With a mast or masts, and with at least one good sail, and proper gear for each.
- (c) With a line becketed round the outside of the boat and securely made fast.
- (d) With an efficient compass.
- (e) With one gallon of vegetable or animal oil, and a vessel of an approved pattern for distributing it in the water in rough weather.
- (f) With a lantern trimmed, with oil in its receiver sufficient to burn eight hours.

(7.) **NUMBER OF PERSONS FOR LIFE-RAFTS.**—The number of persons that any approved life-raft for use at sea shall be deemed to be capable of carrying shall be determined with reference to each separate pattern approved by the Board of Trade; provided always, that for every person so carried there shall be at least 3 cubic feet of strong and serviceable inclosed air-tight compartments, constructed so that water cannot find its way into them. Any approved life-raft of other construction may be used, provided that it has equivalent buoyancy to that hereinbefore described. Every such approved life-raft shall be marked in such a way as plainly to indicate the number of adult persons it can carry.

(8.) **BUOYANT APPARATUS.**—Approved buoyant apparatus shall be deemed sufficient, so far as buoyancy is concerned, for a number of persons, to be ascertained by dividing the number of pounds of iron which it is capable of supporting in fresh water by 32. Such buoyant apparatus shall not require to be inflated before use, shall be of approved construction, and marked in such a way as plainly to indicate the number of persons for whom it is sufficient.

(9.) **LIFE-BELTS.**—An approved life-belt shall mean a belt which does not require to be inflated before use, and which is capable at least of floating in the water for 24 hours with 15 lbs. of iron suspended from it. Life-belts are to be cut out 2 inches under the arm-pits, and fitted so as to remain securely in their place when put on.

(10.) **LIFE-BUOYS.**—An approved life-buoy shall mean either—

- (a) A life-buoy built of solid cork, capable of floating in the water for at least 24 hours with 32 lbs. of iron suspended from it; or
- (b) A strong life-buoy of any other approved pattern or material, provided that it is capable of floating in the water for at least 24 hours with 32 lbs. of iron suspended from it, and provided also that it is not stuffed with rushes, cork shavings, or other shavings, or loose granulated cork, or other loose material, and does not require inflation before use.

All life-buoys shall be fitted with buckets securely seized, and not less than two of them shall be fitted with life-lines 15 fathoms in length.

(11.) **POSITION OF LIFE-BUOYS AND LIFE-BELTS.**—All life-buoys and life-belts shall be so placed as to be readily accessible to all persons on board, and so that their position may be known to those for whom they are intended.

(12.) **WATER-TIGHT COMPARTMENTS.**—When ships of any class are divided into efficient water-tight compartments to the satisfaction of the Board of Trade, they shall only be required to carry additional boats, rafts, and buoyant apparatus of one-half of the capacity required by these rules, but the exemption shall not extend to life-jackets or similar approved articles of equal buoyancy suitable to be worn on the person.

In the case of vessels under 200 tons gross tonnage the capacity of any boat to be supplied should not be less than 125 cubic feet. If, however, in any case this rule be found to be impracticable, a discretion may then be exercised by the Board of Trade.

In cases where a small vessel is unable to carry more than one boat, a discretion may be exercised by the Board of Trade, but whenever one boat only is carried there must be proper provision to enable it to be placed readily in the water on either side of the ship.

THE TABLE REFERRED TO IN THE FOREGOING RULES, SHOWING THE MINIMUM NUMBER OF BOATS TO BE PLACED UNDER DAVITS AND THEIR MINIMUM CUBIC CONTENTS.

Gross Tonnage.	Minimum Number of Boats to be placed under Davits.	Total Minimum Cubic Contents of Boats to be placed under Davits. $L \times B \times D \times 6$.
1.	2.	3.
10,000 and upwards . . .	16	5,500
9,000 and upwards . . .	14	5,250
8,500 and under 9,000 . . .	14	5,100
8,000 " 8,500 . . .	14	5,000
7,750 " 8,000 . . .	12	4,700
7,500 " 7,750 . . .	12	4,600
7,250 " 7,500 . . .	12	4,500
7,000 " 7,250 . . .	12	4,400
6,750 " 7,000 . . .	12	4,300
6,500 " 6,750 . . .	12	4,200
6,250 " 6,500 . . .	12	4,100
6,000 " 6,250 . . .	12	4,000
5,750 " 6,000 . . .	10	3,700
5,500 " 5,750 . . .	10	3,600
5,250 " 5,500 . . .	10	3,500
5,000 " 5,250 . . .	10	3,400
4,750 " 5,000 . . .	10	3,300
4,500 " 4,750 . . .	8	2,900
4,250 " 4,500 . . .	8	2,900
4,000 " 4,250 . . .	8	2,800
3,750 " 4,000 . . .	8	2,700
3,500 " 3,750 . . .	8	2,600
3,250 " 3,500 . . .	8	2,500
3,000 " 3,250 . . .	8	2,400
2,750 " 3,000 . . .	6	2,100
2,500 " 2,750 . . .	6	2,050
2,250 " 2,500 . . .	6	2,000
2,000 " 2,250 . . .	6	1,900
1,750 " 2,000 . . .	6	1,800
1,500 " 1,750 . . .	6	1,700
1,250 " 1,500 . . .	6	1,500
1,000 " 1,250 . . .	4	1,200
900 " 1,000 . . .	4	1,000
800 " 900 . . .	4	900
700 " 800 . . .	4	800
600 " 700 . . .	3	700
500 " 600 . . .	3	600
400 " 500 . . .	2	400
300 " 400 . . .	2	350
200 " 300 . . .	2	300
100 " 200 . . .	2	250

Note.—Where in ships already fitted the required cubic contents of boats placed under davits is provided, although by a smaller number of boats than the minimum required by this Table, such ships shall be regarded as complying with the rules as to boats to be carried under davits.

APPENDIX IX.

LOAD-LINE REGULATIONS MADE BY THE BOARD OF TRADE
UNDER THE MERCHANT SHIPPING ACT, 1894.

(DATED 12TH JANUARY, 1899.)

(57 & 58 VICT. C. 60.)

Merchant Shipping, Prevention of Accidents, Load-Line.

1. The circular disc prescribed by section 438 of the Merchant Shipping Act, 1894, shall be 12 inches in diameter with a horizontal line 18 inches in length and drawn through its centre. The disc shall be marked amidships on each side of the ship, the position of its centre being placed at such level as is specified in the Board of Trade certificate of approval.

2. The lines to be used in connection with the disc in order to indicate the maximum load-line under different circumstances and at different seasons shall be horizontal lines, 9 inches in length and 1 inch in thickness, extending from and at right angles to a vertical line marked 21 inches forward of the centre of the disc.

The maximum load-lines in fresh water shall be marked abaft such vertical line, and the maximum load-lines in salt water shall be marked forward of such vertical line, as shown in the diagrams hereinafter mentioned.

3. Such maximum load-lines shall be as follows, and the upper edge of such lines shall respectively indicate :—

For fresh water.—The maximum depth to which the vessel can be loaded in fresh water.

For Indian summer.—The maximum depth to which the vessel can be loaded for voyages during the fine season in the Indian seas, between the limits of Suez and Singapore.

For summer.—The maximum depth to which the vessel can be loaded for voyages (other than Indian summer voyages) from European and Mediterranean ports between the months of April and September, both inclusive, and as to voyages in other parts of the world (other than Indian summer voyages) the maximum depth to which the vessel can be loaded during the corresponding or recognised summer months.

For winter.—The maximum depth to which the vessel can be loaded for voyages (other than Indian summer voyages and summer voyages) from European and Mediterranean ports between the months of October and March, both inclusive, and as to voyages in other parts of the world the maximum depth to which the vessel can be loaded during the corresponding or recognised winter months.

For winter (North Atlantic).—The maximum depth to which the vessel can be loaded for voyages to, or from, the Mediterranean, or any European port, from, or to, ports in British North America, or Eastern ports in the United States, north of Cape Hatteras, between the months of October and March, both inclusive.

Such maximum load-lines shall be distinguished by initial letters con-

spicuously marked opposite such horizontal lines as aforesaid, such initial letters being as follows:—

F.W.—Fresh water.

I.S.—Indian summer.

S.—Summer.

W.—Winter.

W.N.A.—Winter, North Atlantic.

4. The upper edge of the horizontal line passing through the centre of the disc shall always indicate the maximum summer load-line in salt water. The relative positions of the upper edges of the other lines to be used in connection with the disc, with the upper edge of the line passing through the centre of the disc (the maximum summer load-line), will be indicated in the certificate of approval.

5. Part V. of the Merchant Shipping Act, 1894, shall have effect as if the maximum load-line applicable to a particular voyage were drawn through the centre of the disc.

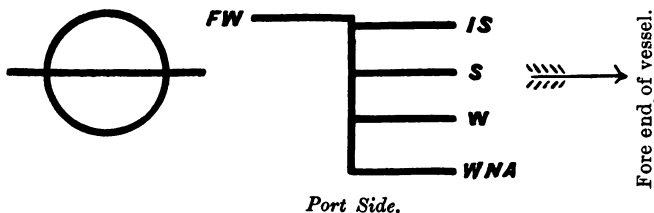
6. Steamships shall be marked on both sides with such of the horizontal lines as aforesaid as are applicable to the nature of their employment, and sailing ships shall be marked on both sides with such of the above-mentioned lines, in addition to the horizontal line passing through the centre of the disc, as indicate the maximum load-line for fresh water and for North Atlantic winter, but sailing ships engaged solely in the coasting trade shall only be marked, in addition to the horizontal line passing through the centre of the disc, with the line indicating the maximum load-line in fresh water.

7. The said disc and the said maximum load-lines in connection therewith shall be painted white or yellow on a dark ground, or black on a light ground, and the position of the disc and of each of the lines shall in the case of iron and steel vessels be permanently marked by centre punch marks, and shall in the case of wooden vessels be sunk for their breadths into the planking a depth of not less than one quarter of an inch.

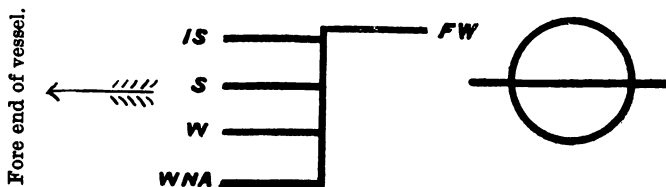
8. The position of the disc and the horizontal line passing through its centre, as also the lines to be used in connection with the disc, are shown in the following diagrams:—

1. STEAMSHIPS.

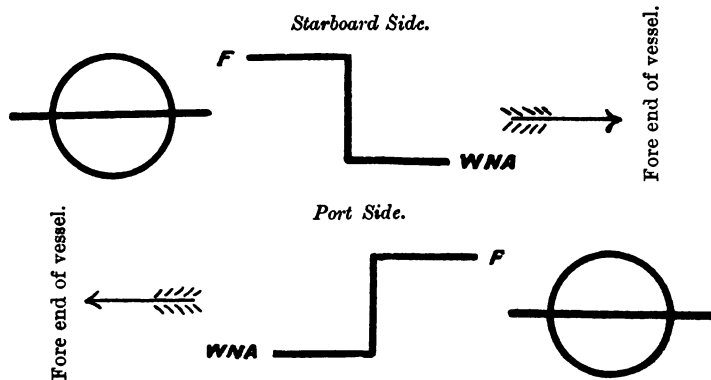
Starboard Side.



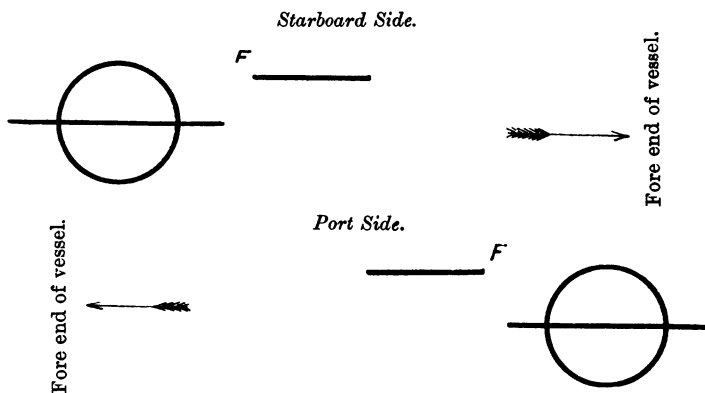
Port Side.




2. SAILING SHIPS.



3. SAILING SHIPS ENGAGED IN THE COASTING TRADE.



The arrow () points in the direction of the vessel's head.

9. Application for a certificate of approval of the position of the disc and of the lines to be used in connection therewith or any alteration thereof shall be made by one of the registered owners of the ship or by the builder of the ship. Every application shall be made in the form marked L.L. 1 in the schedule hereto.

10. With respect to certificates of approval, and their duration, the following rules shall prevail:—

- (a) As regards all ships classed in Lloyd's Register or by any other corporation or association for the survey or registry of shipping approved by the Board of Trade, the certificate of approval shall cease to have effect when the class of the ship is changed or

withdrawn. Such certificate shall be in the form L.L. 2 or L.L. 3 in the schedule hereto according as the ship is a steamship or sailing ship.

- (b) As regards unclassified iron and steel steamships the certificate of approval will be granted for the period mentioned therein, and upon the expiration of such period the certificate shall cease to have effect. The certificate shall be in the form L.L. 2B. in the schedule hereto.
- (c) As regards unclassified wooden ships which have been opened out for survey, and unclassified iron and steel sailing ships, the certificate will be granted for a fixed time varying with the age and condition of the ship, and at the expiration of such period it shall cease to have effect. Such certificate shall be in the form L.L. 3A. in the schedule hereto.
- (d) As regards unclassified wooden ships which have not been opened out for survey, no limit of time will be imposed in the certificate, which shall be in the form L.L. 3B. in the schedule hereto.
- (e) As regards all vessels having deck erections in respect of which deductions have been made for freeboard, if any change tending to invalidate the right to such deductions is made in the structural condition of the deck erections, the certificate of approval shall thereby cease to have effect.

11. Every certificate of approval shall be issued in duplicate, one part shall be delivered to the applicant, and the other part shall be forthwith sent to the Assistant Secretary, Marine Department, Board of Trade.

12. On a certificate of approval ceasing to have effect, application shall at once be made by the registered managing owner of the ship for the granting of a new certificate of approval, and the old certificate shall be delivered up to the Board of Trade, who shall cancel the same. In default of a certificate, which has ceased to have effect, being handed in for cancellation, it shall be competent for an officer of the Board of Trade to notify any collector of customs that such certificate is no longer valid, and for any collector on receiving such notice to refuse clearance to the vessel in question.

13. The master of every British ship shall, before she leaves any dock, wharf, port, or harbour in the United Kingdom, her Majesty's possessions, or any foreign country, for the purpose of proceeding to sea, enter in the official log all the particulars stated in the certificate so issued as aforesaid if not previously entered.

14. The managing owner or master shall forthwith, on the delivery to him or his agent of any such certificate as aforesaid, cause the same to be framed and put up in some conspicuous part of the ship so as to be visible to all persons on board the same, and shall cause it to be continued so put up so long as such certificate remains in force and such ship is in use.

15. For the purpose of these regulations the expression "amidships" shall mean the middle of the length of the load water line as measured from the fore side of the stem to the aft side of the stern post.

NOTE.—The certificates set out in the schedule not being ordered to be, in any case, applied for by the master, but by owners and builders, it seems unnecessary to set them out here. But the references to them all being given, a master may have some opportunity of checking his position with regard to his possession of the right one for the time being, whilst he also has the whole of his duty in this regard fully set out here.—
B. W. G.

APPENDIX X.

THE CARRIAGE OF CATTLE.

General Observations. — This subject may be looked at from several points of view. In the first place the duty to the cargo-owner may be regarded, and here it becomes material to see how the guarantee of seaworthiness, always implied in the contract of affreightment, affects the point. The ship must be suitable for her employment in view of the special work she is about to undertake. There is thus a guarantee not only that she shall be suitable in her fittings and equipment, but also that she shall be *free from infection*.

Then there are duties to the passengers who may be carried in the vessel along with the cattle. These have been noticed when we dealt with the subject of the Passengers. And there are duties to the public in regard to the humane treatment of the cattle whilst in transit, and in regard to the avoidance of the importation of disease. Accordingly a body of statute law has arisen on this point. It began with the Contagious Diseases (Animals) Act, 1878, and has continued with numerous other Acts of Parliament and with certain Orders in Council under them (the latter having the force of statutes) till, in 1894 (the year when the Merchant Shipping Act was consolidated), the law on this subject was also embodied in a new Act of Parliament. This was entitled "The Diseases of Animals Act, 1894." For the reason that the prevention of the introduction of disease amongst British cattle is one of the duties of the Board of Agriculture, the powers given by this Act are vested in that body. It is empowered to make regulations as to the admission of foreign animals. This it does, and I set out the Order in Council which under this statute now regulates the importation of foreign cattle into this country:—

ORDER OF THE BOARD OF AGRICULTURE.

(DATED 8TH DECEMBER 1896.)

FOREIGN ANIMALS ORDER OF 1896.

The Board of Agriculture, by virtue and in exercise of the powers in them vested under the Diseases of Animals Acts, 1894 and 1896, and of every other power enabling them in this behalf, do order, and it is hereby ordered, as follows:—

CHAPTER I.—PROHIBITION.

PROHIBITED COUNTRIES.

1. Unless and until the Board otherwise order, it shall not be lawful to land any animal brought from any of the countries or parts of countries mentioned in the First Schedule to this Order, which countries and parts of countries are hereinafter referred to as scheduled countries.

CHAPTER II.—FOREIGN ANIMALS SUBJECT TO SLAUGHTER.

CONDITIONS OF LANDING.

2.—(1.) The landing of foreign animals at a Foreign Animals Wharf is hereby made subject to the following conditions:

First. That the vessel in which they are imported has not, within twenty-eight days before taking them on board, had on board any animal exported or carried coastwise from a port or place in any scheduled country.

Second. That the vessel has not within twenty-one days before taking on board the animals imported or at any time since taking them on board, entered or been in any port or place in any scheduled country.

Third. That the animals imported have not, while on board the vessel, been in contact with any animal exported or carried coastwise from any port or place in any scheduled country.

(2.) Animals shall not be landed at a Foreign Animals Wharf unless and until the master of the vessel in which they are imported has on the occasion of such importation delivered to the Commissioners of Customs or their proper officer, a declaration made and signed that all the animals then imported therein are properly imported according to the provisions of this Article.

CHARGE OF ANIMALS ON LANDING.

3.—(1.) Animals landed at a Foreign Animals Wharf shall, when landed, be placed under the charge of an Inspector of the Board; and, until his arrival, they shall remain under the charge of the Commissioners of Customs.

(2.) It shall not be lawful for any person to move any animals so long as they remain under the charge of the Commissioners of Customs or of an Inspector of the Board except with the permission of the Commissioners or of the Inspector, as the case may be.

DISPOSAL OF ANIMALS ON LANDING.

4. Animals when landed at a Foreign Animals Wharf shall be driven by lairage-men to the nearest available reception-lair or lairs within the limits of the Wharf, there to await the examination of an Inspector of the Board, and, until so examined, shall not be allowed to come in contact with any animals other than those forming part of the same cargo.

EXAMINATION OF ANIMALS.

5.—(1.) The animals shall be examined in a reception-lair by an Inspector of the Board during daylight.

(2.) If on such examination all the animals are found free from disease, the Inspector of the Board may permit the animals to be retained in such lair, which shall thereupon cease to be a reception-lair, or he may permit them to be moved out of such lair and into such other parts of the Foreign Animals Wharf as the occupiers of the Wharf or their officers or the Inspector of the Board shall direct or permit.

RESTRICTIONS ON ACCESS TO FOREIGN ANIMALS WHARF.

6.—(1.) No person, except the Officers of Customs and lairage-men and the Superintendent of the Foreign Animals Wharf and an Inspector of

the Board, and such other persons as may be specially authorised by an Inspector of the Board, shall during the time of the landing of the animals be admitted to the landing-stage, pier, quay, or other part of the Foreign Animals Wharf at which the animals are landed, and no person except as aforesaid shall at any time be admitted to any part of the Wharf which is being used as a reception-lair.

(2.) The owner or occupier of a Foreign Animals Wharf shall give notice of the provisions of this Article by placards, which shall be kept affixed at or near the entrance of any landing-stage, pier, quay, reception-lair, or other part of the Wharf to which access is for the time being restricted by this Article.

DISINFECTION OF PERSONS LEAVING FOREIGN ANIMALS WHARF, &c.

7. All persons before leaving a landing-stage, pier, quay, reception-lair, or other part of a Foreign Animals Wharf shall take such means for preventing the spreading of disease by washing and disinfecting themselves, and by changing or disinfecting their clothes, or otherwise, as an Inspector of the Board may direct or require.

PROVISION OF OVERALL CLOTHES.

8. The owner or occupier of a Foreign Animals Wharf shall at all times provide to the satisfaction of the Board proper and suitable suits of overall clothes for the use of lairage-men and other persons entering the Wharf, to be worn at such times as an Inspector of the Board may direct.

REGULATIONS IN CASE OF DETECTION OF DISEASE IN FOREIGN ANIMALS WHARF.

9. If it appears to an Inspector of the Board that disease exists or has lately existed in a reception-lair, or in any particular building, slaughter-house, or other part of a Foreign Animals Wharf, all the animals that are then within such reception-lair, building, slaughter-house, or other part of a Foreign Animals Wharf shall be there detained by the Inspector of the Board or shall be moved to such other part of the Foreign Animals Wharf as he shall direct or permit, and the same shall be dealt with in accordance with instructions given by the Inspector of the Board.

FOOD AND WATER.

10.—(1.) Animals landed at a Foreign Animals Wharf shall, until they are taken charge of by the owners or consignees, be supplied by the occupiers of the Wharf or the person in charge thereof with a proper and sufficient supply of food and water, and the expenses incurred by them in respect thereof shall be defrayed by the owners or consignees of the animals, and may be recovered by such occupiers or person from the owners or consignees in any court of competent jurisdiction.

(2.) The animals shall, after they have been taken charge of by the owners or consignees, be supplied by the owners or consignees with a proper and sufficient supply of food and water.

(3.) The food supplied to suckling-calves in accordance with this Article shall be gruel or milk, or other proper food.

(4.) If an animal remains without a proper and sufficient supply of food or water in contravention of the provisions of this Article, the occupiers of the Foreign Animals Wharf, and the owner and the consignee and the person in charge of the animal, shall, each according to and in respect of

his own acts or omissions, be deemed guilty of an offence against the Act of 1894; and it shall lie on the person liable to supply food and water to the animal when charged to prove the proper and sufficient supply of food or water or both and the time when the same was so supplied.

TIME FOR SLAUGHTER.

11.—(1.) Animals landed at a Foreign Animals Wharf shall be slaughtered within ten days after the landing thereof, exclusive of the day of landing.

(2.) The slaughter of the animals may be commenced at any time after the landing thereof with the permission of an Inspector of the Board.

(3.) The slaughter of the animals shall be commenced at such time after the landing thereof as an Inspector of the Board in any case may direct, and when commenced shall be completed as soon as practicable.

MOVEMENT OF CARCASSES, MANURE, &c.

12.—(1.) No carcase, offal, fodder, litter, dung or manure shall be removed from a Foreign Animals Wharf, except with the permission of an Inspector of the Board.

(2.) All dung and manure shall, before being so removed, be disinfected to the satisfaction of an Inspector of the Board.

(3.) If an Inspector of the Board is of opinion that any such carcase or thing as aforesaid may introduce disease, the same shall be destroyed or otherwise dealt with in accordance with instructions given by the Board.

REMOVAL OF FITTINGS, &c., FROM FOREIGN ANIMALS WHARF.

13.—(1.) Fittings, pens, hurdles, or utensils that have been used for or about animals and have been landed from a vessel at a Foreign Animals Wharf, shall not be removed from such Wharf until they have been cleansed and disinfected in manner provided by paragraph (v.) of Article 20 of this Order, and except with the permission of an Inspector of the Board.

(2.) If the Inspector of the Board is of opinion that any such thing as aforesaid may introduce disease, the same shall be destroyed or otherwise dealt with in accordance with instructions given by the Board.

DISINFECTION OF FOREIGN ANIMALS WHARF.

14. An Inspector of the Board may give notice in writing to the owner, or occupier, or Superintendent of a Foreign Animals Wharf requiring the cleansing and disinfection of any portion of the Wharf by such owner or occupier, and when such notice shall have been given, that portion of the Wharf shall not be used for animals unless and until it has been cleansed and disinfected to the satisfaction of an Inspector of the Board.

RESTRICTION ON USE OF FOREIGN ANIMALS WHARF.

15.—(1.) No animals other than foreign animals shall be at any time landed at or moved into or kept in a Foreign Animals Wharf.

(2.) Any animal being in a Foreign Animals Wharf shall, without prejudice to the recovery of any penalty for the infringement of this Article, be deemed to be a foreign animal, and the provisions of this Order relating to the Wharf shall apply to such animal.

(3.) A Foreign Animals Wharf shall not be used for any purpose other than those authorised by the Diseases of Animals Acts, 1894 and 1896, or any Order of the Board under the said Acts in relation thereto.

CHAPTER III.—LANDING, DISINFECTION, AND DISPOSAL OF DUNG, FODDER, LITTER, FITTINGS, AND OTHER THINGS.

LANDING SUBJECT TO CUSTOMS REGULATIONS.

16. All dung of foreign animals, and all fodder, litter, fittings, pens, hurdles, or utensils used for or about foreign animals, and all other dung, fodder, or litter brought in the same vessel with foreign animals, shall, if landed, be landed in such manner, at such times, at such places, and subject to such supervision and control, as the Commissioners of Customs direct.

REGULATIONS AS TO LANDING OF DUNG, FODDER, &c., OF FOREIGN ANIMALS.

17.—(1.) Dung of foreign animals, and partly consumed or broken fodder that has been supplied to such animals, and litter that has been used for or about such animals, shall not be landed at any place without the previous consent in writing of the Local Authority of the District in which the place is situate.

(2.) All other fodder and litter brought in the same vessel with foreign animals may be landed without the previous consent of the Local Authority, but shall, when landed, remain under the charge of an officer of Customs, and such fodder and litter shall not be removed from the place of landing except with the permission in writing of an officer of Customs.

(3.) Fittings, pens, hurdles, or utensils used for or about foreign animals shall not be landed at any place without the previous consent in writing of the Local Authority of the District in which the place is situate unless they have been cleansed and disinfected in manner provided by paragraph (v.) of Article 20 of this Order previous to the landing thereof. If landed with such consent without having been so previously cleansed and disinfected they shall be forthwith cleansed and disinfected in the manner aforesaid by and at the expense of the owner, and shall not be removed or permitted to come in contact with any animals until so cleansed and disinfected.

(4.) Nothing in this Article shall apply to any such dung, fodder, litter, fittings, pens, hurdles, or utensils landed at a Foreign Animals Wharf.

DISINFECTION OF DUNG, FODDER, &c., OF FOREIGN ANIMALS.

18.—(1.) All dung of foreign animals, and all partly consumed or broken fodder that has been supplied to such animals, and all litter that has been used for or about such animals, shall, when landed, be forthwith well mixed with quicklime and be effectually removed from contact with animals.

(2.) Nothing in this Article shall apply to any such dung, fodder, or litter landed at a Foreign Animals Wharf.

APPLICATION OF THIS CHAPTER.

19. This Chapter shall not apply in relation to foreign animals that have not been and are not intended to be landed at a Foreign Animals Wharf.

**CHAPTER IV.—DISINFECTION OF VESSELS, MOVEABLE GANGWAYS,
AND OTHER APPARATUS USED FOR FOREIGN ANIMALS.****VESSELS.**

20.—(1.) Each compartment of a vessel shall, after the landing of foreign animals therefrom, and before any animal or cargo is placed in that compartment, be cleansed and disinfected as follows :

- (i.) All parts of the compartment with which any animal or its droppings have come in contact shall be scraped and swept : then
- (ii.) The same parts shall be thoroughly washed or scrubbed or scoured with water : then
- (iii.) The same parts shall have applied to them a coating of lime-wash : except that
- (iv.) The application of lime-wash shall not be compulsory as regards such parts of the vessel as are used for passengers or the crew.
- (v.) All fittings, pens, hurdles, or utensils used for or about animals shall, if not removed from the vessel, be scraped, and then shall be thoroughly washed or scrubbed or scoured with water, and then shall have applied to them a coating of lime-wash.

(2.) Each part of the vessel with which any animal or its droppings have come in contact, and all fittings, pens, hurdles, and utensils, used for or about animals, shall be cleansed and disinfected in accordance with the provisions of this Article before any other animal or any cargo is allowed to come in contact therewith.

(3.) The scrapings and sweepings of the vessel shall not be landed unless and until they have been well mixed with quicklime.

MOVEABLE GANGWAYS AND OTHER APPARATUS.

21.—(1.) A moveable gangway, passage-way, cage, or other apparatus, used or intended for the loading or unloading of foreign animals on or from a vessel, or otherwise used in connection with the transit of foreign animals, shall, so soon as practicable after being so used, be cleansed and disinfected as follows :

- (i.) The same shall be scraped and swept, and all dung, litter, and other matter shall be effectually removed therefrom : then
- (ii.) The same shall be thoroughly washed or scrubbed or scoured with water : then
- (iii.) The same shall have applied to them a coating of lime-wash.

(2.) The scrapings and sweepings, and all dung, litter, and other matter so removed shall forthwith be well mixed with quicklime, and be effectually removed from contact with animals.

APPLICATION OF THIS CHAPTER.

22. This Chapter shall not apply in relation to foreign animals that have not been and are not intended to be landed at a Foreign Animals Wharf.

**CHAPTER V.—DISINFECTION OF VESSELS, MOVEABLE GANGWAYS, AND
OTHER APPARATUS USED FOR HORSES, ASSES, OR MULES.**

23.—(1.) The provisions of Article 20 of the preceding Chapter shall, subject as hereinafter provided, apply to a vessel from which foreign

horses, asses, or mules are landed, in all respects as if horses, asses, and mules were animals within the meaning of that Chapter.

(2.) Provided that in the case of a horse, ass, or mule being carried in a horse-box, it shall be sufficient if such horse-box be cleansed and disinfected as follows :

- (a) The floor of the horse-box and all other parts thereof with which the droppings of the horse, ass, or mule have come in contact shall be scraped and swept, and the scrapings and sweepings, and all dung, sawdust, fodder, litter, and other matter shall be effectually removed therefrom : and
- (b) The sides of the horse-box and all other parts thereof with which the head or any discharge from the mouth or nostrils of the horse, ass, or mule has come in contact shall be thoroughly washed with water by means of a sponge, brush, or other instrument.

CHAPTER VI.—PROTECTION OF ANIMALS.

PROVISIONS AS TO VESSELS CARRYING FOREIGN ANIMALS.

24. The provisions of this Chapter shall apply in the case of every vessel in or on which foreign animals intended to be landed at a Foreign Animals Wharf are carried to a port or place in Great Britain.

Parts of Vessel to be Used.

- (i.) Animals shall not be carried on more than three decks.
- (ii.) Animals shall not be carried on any hatch above a compartment where other animals are carried.
- (iii.) Animals shall not be carried in any part of the vessel where, in ordinary course of navigation, they would interfere with the proper management or ventilation of the vessel, or with the efficient working of the boats.

Pens and Fittings of Vessels.

- (iv.) The animals shall be carried in pens.
- (v.) No pen shall exceed ten feet in length and nine feet in breadth, and the stanchions of each pen shall be securely fastened to the deck by means of iron sockets or otherwise, and the materials used in the construction of the pens shall be of a substantial character, and of sufficient strength to withstand the action of the weather, and to resist the weight of the animals thrown against them.
- (vi.) Ship's fittings likely to cause injury or unnecessary suffering to animals shall be properly and securely fenced off.
- (vii.) The floor of each pen shall, in order to prevent slipping, be fitted with suitable battens or other proper footholds which shall be securely fastened to the deck by angle iron plates or otherwise, and shall be strewn with a proper quantity of sand or other suitable substance.
- (viii.) Animals while on board a vessel shall be protected against injury or unnecessary suffering from undue exposure to the weather.

Space for Animals.

- (ix.) Sufficient space shall be allotted in every pen to enable the animals therein to properly feed and rest during the voyage.

Overcrowding.

- (x.) The vessel shall not be overcrowded in any part or pen so as to cause injury or unnecessary suffering to the animals therein.

Passage-Ways.

- (xi.) Between every two rows of animals, and in front of every single row of animals, there shall be a passage-way of a minimum width of one foot and six inches, which passage-way shall be kept free of obstruction.

Ventilation.

- (xii.) All parts of the vessel on which animals are carried shall be sufficiently and suitably ventilated. All such parts if below deck shall, in addition to any ventilation obtained by means of the hatchways, be provided with sufficient and suitable ventilators for the removal of foul air and for the admission of a proper supply of fresh air to all the animals carried.

Light.

- (xiii.) Arrangements shall be made for the provision at all times of adequate light for the proper tending of the animals.

Food and Water.

- (xiv.) When animals are carried on a vessel for a voyage which on an average takes more than eighteen hours, they shall be provided while on board with a sufficient amount of food and water, and proper accommodation shall be provided on board for the stowage of food so that the same shall not be unduly exposed to the weather at sea.

Securing of Cattle.

- (xv.) All cattle while being carried on a vessel shall be securely tied by the head and so as to stand athwartships.

Approaches, Gangways, and other Apparatus.

- (xvi.) Approaches, gangways, passage-ways, cages, and other apparatus used for the landing of animals from a vessel shall be so constructed that injury or unnecessary suffering shall not be caused to the animals.

Attendance.

- (xvii.) The vessel shall, in addition to the ordinary crew, carry a sufficient number of qualified attendants to properly tend the animals; and every consignment of cattle shall be in charge of a responsible foreman, who shall have under him competent assistants numbering with himself one for every twenty-five head of cattle; and proper and suitable accommodation for all these persons shall be provided.

Injured Animals.

- (xviii.) If any animal on board a vessel has a limb broken or is otherwise seriously injured, the master of the vessel shall forthwith

cause that animal to be slaughtered unless he is satisfied that it can be kept alive and led away without cruelty.

Shorn Sheep.

- (xix.) From each first day of November to the next following thirtieth day of April (both days inclusive), shorn sheep shall not be carried on deck, except where they were last shorn more than sixty days before being so carried.

SLAUGHTER OF INJURED ANIMALS WHEN LANDED.

25. Where any maimed or injured foreign animal is landed from a vessel the owner, consignee, or other person in charge thereof shall, if directed by an Inspector of the Board, or may, if he thinks fit, at any time slaughter that animal.

CHAPTER VII.—MISCELLANEOUS.

CARCASES OF ANIMALS DYING ON VOYAGE.

26.—(1.) If a vessel arriving at a port has on board the carcase of a foreign animal, horse, ass, or mule which was taken on board for the purpose of importation, but has died on the voyage, the master of the vessel shall, immediately on arrival at the place of discharge, report the fact to the proper Officer of Customs there.

(2.) The carcase shall not be landed or discharged from the vessel without the permission in writing of the Officer.

POWER TO EXCLUDE PERSONS.

27.—(1.) An Inspector of the Board, or the Superintendent of a Foreign Animals Wharf is hereby empowered to affix at or near the entrance thereof or of any building therein a notice forbidding persons to enter therein without the permission mentioned in the notice; and thereupon any person who enters or goes into, on, or over such premises without that permission shall be deemed guilty of an offence against the Act of 1894.

(2.) An Inspector of the Board, or the Superintendent of a Foreign Animals Wharf is hereby empowered to direct any person to quit such Wharf, or any particular building, lair, landing-stage, pier, quay, or other portion thereof; and thereupon any person who fails to quit such premises on direction as aforesaid shall be deemed guilty of an offence against the Act of 1894.

DISINFECTION OF PERSONS AND CLOTHES.

28.—(1.) An Inspector of the Board, or the Superintendent of a Foreign Animals Wharf is hereby empowered to affix at or near the entrance thereof a notice to the effect that persons before entering such Wharf will be required to disinfect themselves and their clothes in the manner specified in such notice, and thereupon every person shall disinfect himself and his clothes accordingly.

(2.) An Inspector of the Board, or the Superintendent of a Foreign Animals Wharf is hereby empowered to affix at or near the entrance thereof, or of any building therein a notice to the effect that persons before leaving such Wharf or building will be required to disinfect themselves and their clothes in the manner specified in such notice, and thereupon every person shall disinfect himself and his clothes accordingly.

GENERAL POWER OF DETENTION.

29. If it appears to the Principal Officer of Customs with respect to any foreign animal, horse, ass, or mule, or with respect to any foreign carcase, fodder, litter, dung, or other thing, that disease may be thereby introduced, he may seize and detain the same; and he shall forthwith report the facts to the Commissioners of Customs, who may give such directions as they think fit, either for the slaughter or destruction or the further detention thereof or for the delivery thereof to the owner on such conditions, if any (including payment by the owner of expenses incurred by them in respect of detention thereof), as they think fit.

DUTIES OF LOCAL AUTHORITY AND POLICE.

30. The Local Authority and all constables and police officers shall assist the Inspector of the Board to carry into effect and enforce this Order, and shall do or cause to be done all things necessary for the effectual execution of the same.

OFFENCES.

31.—(1.) If the slaughter of animals is not commenced at the time directed by this Order, or completed in accordance with the provisions of this Order, the person failing to cause such slaughter to be so commenced or completed shall be deemed guilty of an offence against the Act of 1894.

(2.) If any animal, or any dung of animals, or any fodder, litter, fittings, pens, hurdles, utensils, or other thing shall be landed or moved in contravention of this Order, the owner thereof, and the owner and the lessee and the occupier of the place of landing or other place where or from which such animal, dung, or other thing is landed or moved, and the person causing, directing, or permitting the landing or movement, and also in the case of the landing thereof, the owner and the charterer and the master of the vessel from which the same is landed, shall, each according to and in respect of his own acts or defaults, be deemed guilty of an offence against the Act of 1894.

(3.) If any person fails to carry out or observe any direction as regards cleansing or disinfection, which he is by this Order required to carry out or observe, he shall be deemed guilty of an offence against the Act of 1894.

(4.) If anything is done or omitted to be done as regards cleansing or disinfection in contravention of this Order, the owner and the charterer and the master of the vessel in or in respect of which,—and the owner of the gangway or passage-way, cage, or other apparatus in respect of which,—and the owner and the lessee and the occupier of the Foreign Animals Wharf in which,—and the owner and the lessee and the occupier of any other place or thing in respect of which,—(as the case may be,) the same is done or omitted, shall, each according to and in respect of his own acts or omissions, be deemed guilty of an offence against the Act of 1894.

(5.) If anything is done or omitted to be done with respect to any vessel or any animals thereon in contravention of this Order, the owner and the charterer and the master of the vessel in which the same is done or omitted to be done, shall, each according to and in respect of his own acts or omissions, be deemed guilty of an offence against the Act of 1894.

REVOCATION OF ORDERS.

32. The Orders described in the Second Schedule to this Order are

hereby from and after the commencement of this Order revoked; but this revocation shall not—

- (a) revive any Order or part of any Order revoked by, or otherwise affect the past operation of, any of those Orders;
- (b) affect the validity or invalidity of anything done or suffered, or any licence or authority granted, or any right, title, obligation, or liability accrued thereunder, before the commencement of this Order;
- (c) interfere with the institution or prosecution of any proceeding in respect of any offence committed against or the recovery or imposition of any penalty or forfeiture or punishment incurred under any of the Orders hereby revoked before the commencement of this Order.

INTERPRETATION.

33. In this Order, unless the context otherwise requires,—

“The Board” means the Board of Agriculture:

“The Act of 1894” means the Diseases of Animals Act, 1894:

“Cattle” means bulls, cows, oxen, heifers, and calves:

“Animals” means cattle, sheep, and goats, and all other ruminating animals, and swine:

“Foreign,” applied to animals, horses, asses, mules, and things, means brought to the United Kingdom from any country out of the United Kingdom:

“Foreign Animals Wharf” means a part of a port defined by Special Order of the Board for the landing of foreign animals subject to slaughter at the port of landing:

“Superintendent of a Foreign Animals Wharf” includes a foreman or wharfinger or other person at the time being in charge of a Foreign Animals Wharf:

“Reception-lair” means a lair adjacent or near to the place of landing which is set apart for the reception of any animals immediately after landing for the purposes of their examination:

“Lairage-men” means men specially appointed by the occupiers of a Foreign Animals Wharf for the purpose of landing animals at such Wharf and feeding and watering and tending them in a reception-lair:

“Disease” means cattle-plague (that is to say, rinderpest, or the disease commonly called cattle-plague), contagious pleuro-pneumonia of cattle, foot-and-mouth disease, sheep-pox, sheep scab, or swine-fever (that is to say, the disease known as typhoid fever of swine, soldier, purples, red disease, hog cholera, or swine-plague):

“Carcase” means the carcase of an animal, horse, ass, or mule, and part of a carcase, and the meat, flesh, bones, hide, skin, hoofs, horns, offal, or other part of an animal, horse, ass, or mule, separately or otherwise, or any portion thereof:

“Fodder” means hay or other substance commonly used for food of animals:

“Litter” means straw or other substance commonly used for bedding or otherwise for or about animals:

“Master” includes a person having the charge or command of a vessel: Other terms have the same meaning as in the Act of 1894.

EXTENT.

34. This Order does not extend to Ireland.

COMMENCEMENT.

35. This Order shall come into operation on the first day of January one thousand eight hundred and ninety-seven.

SHORT TITLE.

36. This Order may be cited as the FOREIGN ANIMALS ORDER OF 1896.

THE FIRST SCHEDULE.

PROHIBITED COUNTRIES AND PARTS OF COUNTRIES.

[Article I.]

Austria Hungary (including Bosnia and Herzegovina).	Germany.
Belgium.	Gibraltar.
Brazil.	Greece.
Denmark (excluding Iceland).	Italy.
France.	Malta.
Morocco.	Montenegro.
Natal.	Roumania.
Netherlands.	Russia.
Norway, Province of Finmark in.	Servia.
Ottoman Dominions.	Spain.
Portugal.	Sweden.
Portuguese State of East Africa.	Zululand.

Note I.—THE SECOND SCHEDULE contains the names of certain Orders hereby revoked, their place being taken by the present Order.

Note II.—By a further Order, dated 31st December 1897, entitled the FOREIGN ANIMALS (AMENDMENT) ORDER OF 1897, the provisions of the above Order are made to apply to cattle from the whole of Norway instead of merely to the Province of Finmark.

A warning may be added as to disinfection. It has been held that, till the work of cleansing and disinfection has been completed, no cargo may be taken on board the vessel, even though that cleansing and disinfection be required only in the parts of the vessel in which animals were carried.—B. W. G.

Dogs.—For the reasons already stated in reference to the importation of cattle, the Board of Agriculture has power to regulate the importation of certain other animals. The question of the extinction of rabies in dogs in this country has, in the Board's view, acquired great importance, and under their restrictions the disease has become of late almost unknown. Strange as it may appear, the shipmaster is seriously involved in this question; for difficulties are placed in the way of the importation of these animals, and upon the shipmaster is laid the duty of seeing that no dogs are for the present brought into Great Britain from any other country (except Ireland, the Channel Islands, and the Isle of Man) except under the provisions of the Order of the Board of Agriculture of date 12th December 1901. No dog is to be imported save with a licence from the

Board of Agriculture itself. The landing, or attempt to land, a dog in contravention of this Order is an offence under the Customs Acts, and besides other penalties involves forfeiture of the dog. When any dog is landed in contravention of the Order the owner and the charterer and the master of the vessel from which it is landed, as well as other persons more immediately concerned with the breach of the law, are to be deemed guilty of an offence against the Diseases of Animals Act, 1894. The original Order, which that quoted replaces, came into force on the 15th September 1897, and as no reference is made in it to its withdrawal or any temporary force, the duty of seeing that no dogs are smuggled into this country on his vessel must be regarded from our point of view as one of the standing duties of the shipmaster.

APPENDIX XI.

MARRIAGE AND OTHER SERVICES ON BOARD SHIP.

WHILE the first edition of this little book was going through the press I had a letter from a shipmaster of the greatest experience, asking me if there is in the law any provision or power to solemnise marriage on board ship. If so, by whom, and when is it justified? He also cited an instance which occurred within his own knowledge where on a long voyage a child was born and, by the mother's request, "christened" with full service by the shipmaster, to the scandal of some of those on board.

Now the Merchant Shipping Act is silent on the point, and the modern conditions of ship life are such that old instances seem to me of little value here. We must elucidate the point pretty much for ourselves. Though births, marriages and deaths are always classed together, and though the shipmaster is registrar equally of one as of the others, there is a distinction between the three important events, for death and birth are involuntary, whilst marriage is a matter of choice. Death and birth come even in spite of us, and all that those on board the vessel can do when such events occur is to give all possible assistance, and note the fact in accordance with the law. But marriage is a purely voluntary matter, and the time and place of marriage, as well as parties to it, and the person who may perform it, are all regulated by the law ashore. It is obvious, therefore, that where a marriage is contemplated to be performed aboard ship, the master ought to make certain inquiries and to see that everything is done with decency and in order, and with some such notice as would be required by a registrar on land. Thus, if the master of a Dover and Calais steamer were asked in mid-Channel to marry a couple of passengers whom he had never seen before, and to do so before he reached port, he would certainly not be justified in acceding to their request; for the circumstances would be such as should put him on inquiry, the haste would be undue, and he would have no possibility of finding anything out about the case. Therefore, although there might be a parson on board who was willing to perform the ceremony, the master would never entertain the idea at all. On the other hand, take the case of a sailing ship bound round the Horn from a port in the United Kingdom to the mouth of the Yukon River, and comprising amongst its passengers two families both personally known to the shipmaster. No parson is on board. An affection grows up between a man of one family and a woman of the other in course of the voyage, and, when a couple of months out, it is suggested to the master that in another month the parties propose to become united with the assent of their respective families. Would not the master be justified in performing the ceremony? Would he not be practically bound to do so, if there were an aged or invalid parent of one of them aboard whose strong desire was to see the marriage take place, and whose health forbade the hope of ever seeing port? I feel sure, then, that there are circumstances where it would be worse than unreasonable for a

master to allow a clergyman to perform a marriage at all on the one hand, and that, on the other, there may easily be cases where it would be equally unreasonable, and possibly exceedingly cruel on the master's part, to refuse to perform the ceremony himself. The master must draw the line between what is reasonable and what is not for himself in any case that falls his way.

Now as to the point of the "full service" to which our attention is drawn. The validity* of a marriage is in no way affected by the form of the service. It is a contract constituted by the mutual and public acceptance of the parties. For greater security a signed record of the transaction is by legal requirement taken. The marriage would be perfectly valid without any religious ceremony at all. The feeling of the great majority of our countrymen and women is that all the great occasions of life should be sanctified by religious ceremonies. But many persons read services besides those who are specially ordained by the Established Church for the purpose. I am not forgetting that there are penalties for those who, being unqualified, perform marriages, or even, being qualified, perform them in improper places; but I think I am safe in saying that if the master considers the occasion such as warrants him in performing the ceremony, he may perform it with due solemnity and with proper religious service.

Lastly, I must refer to the point as to the scandalisation of part of the people on the vessel when the master baptized a child with religious service. Masters need not regard the public opinion of passengers (who often have no occupation but gossiping), save in so far as they must not do anything to prejudice the passenger business of their owners. If it was right to baptize the child at all, it was right to do it duly. Even if the child were not ill at the moment, we are all liable to accident, especially at sea, and children are particularly frail, and liable to meet with sudden illness, even on land. The fear of the possible consequences hereafter to a child, through dying unbaptized, is very strong and very real amongst many religious people, and it is probable that a mother was very anxious to get her child baptized at once. There was no reason, therefore, why the master should not have acted as he did.

I think a reference to the Book of Common Prayer will support my view. In "The Form of Prayer to be used at Sea," one rubric says: "Then shall the priest, if there be any in the ship, pronounce the absolution." Nothing is said about the master conducting the services, but this reference to the small part which is reserved for the special function of an ordained priest implies that it is contemplated that a layman (that is, of course, the master) will have to perform the greater part of the service in most cases. Moreover, the part reserved is that which corresponds to the duty that on land is not permitted to be performed by any but a fully ordained priest. It will be noticed, too, that the absolution seems to be a declaratory and not a ministerial office.

* Mr. Hammick, the writer of the standard work on our Marriage Laws, points out that "there is no statutory authority for the solemnization of any such marriage on board a British merchant ship"; and "that where the Captain performed the ceremony its validity might certainly be challenged." This, of course, is true, but from the references to the registration by the Master of any marriages solemnized on board his ship, and from the duty laid upon him to transmit the entries of such marriages to the proper officers for record, it seems that the Legislature must have contemplated the possibility of cases arising where such marriages might be advisable and necessary. The Acts say distinctly that the duty of the Medical Officer shall be fulfilled by the Master, failing the presence of a medical man on the articles; and by analogy it would seem that the Master might fulfil the duties of chaplain.

APPENDIX XII.

CONTINUOUS DISCHARGES FOR SEAMEN.

THE Board of Trade in the year 1900 inaugurated a new system which is designed to improve the quality and position of the *personnel* of the British Mercantile Marine. The co-operation of shipmasters is essential to the success of the scheme, and as it should indirectly tend to the benefit of the officers themselves by making the men more submissive to the discipline of the sea life, one cannot omit to refer to the matter in the present volume.

The following **Notice to Seamen**, which is perhaps the best explanation I can give of the intention and genesis of the scheme, was issued by the Board of Trade in the month of September 1900:—

“On October 1, 1900, a new form of certificate of discharge will be issued by the Board of Trade. It is in book form, and will be a continuous record of service. In the first instance it will be given only to deck hands engaged or discharged in the presence of a superintendent of a mercantile marine office in the United Kingdom, or a consular office at Antwerp, Hamburg, Rotterdam, Dunkirk, or Havre; but at different dates, notice of which will be given, it will be extended to engine-room hands, to members of the steward's department, and to officers, whether discharged at home or abroad.

“Seamen are informed that this continuous certificate should be produced and handed to the superintendent or consul when signing articles of agreement, so that the engagement column may be filled in and the certificate given into the safe keeping of the master. Should the seaman, through any cause whatever, fail to join or to complete the voyage, his book will be deposited with the superintendent or consul at the port where he left the ship, who will retain it for a fortnight from the date of the vessel leaving, at the end of which time it will be forwarded to the Registrar-General of Shipping, London. Upon the seaman applying for the book it will be returned to him by the officer in whose possession it is, containing an entry in the discharge and character columns that the voyage was not completed.”

The scheme was carefully devised by those who showed by the result that they had thoroughly appreciated the needs of the case. By the end of the year 1901 the Board of Trade was able to state that returns had recently been received from the larger ports in the United Kingdom showing the percentage of seamen who failed to join their ship during the three months ending 30th September 1901. These were compared with the figures for the corresponding months of the two previous years. It then appeared that there was a considerable decrease in the percentage of failures to join, this being very largely attributable to the effects of the scheme.

Under the scheme, when a seaman lost his discharge-book he could obtain a fresh one on payment of a shilling. The previous record of such

a man was not inserted in the new book, and some critics suggested that this was a defect, as a man with a bad character could thus always get a fresh start with a clean sheet on payment of a shilling for a new book. To meet the possibility of such cases the Board of Trade issued a notice to masters, in which they called attention to the fact that the non-possession of a discharge-book by a seaman seeking employment in any but the lowest ratings is in effect a warning that his qualifications and character requires investigation.

It was not, at first, thoroughly recognised that, under the terms of the Merchant Shipping Act, a master was bound to give to every "seaman," even before the system of continuous discharge was inaugurated, a certificate of discharge, and that for this purpose the term seamen included every one (except masters, pilots, and apprentices duly indentured and registered) employed or engaged in any capacity on board any British ship, whether they were certificated officers or not. Accordingly some certificated officers felt aggrieved at being brought into the new system. But those who appreciate the position will quite understand its reasonableness.

As a suggestion to shipmasters as to the best course for them to pursue that full advantage may be obtained by the mercantile marine generally by the new scheme—which is the outcome of the labours of Mr. Walter J. Howell, C.B., head of the Marine Department of the Board of Trade—I cannot do better than adopt the instructions issued by the members of the North of England Steamship Owners' Association to the masters of their vessels. They say in it: "In order that the issue of continuous discharges should obtain that measure of success which was intended by the Board of Trade, and desired by all British shipowners, it is necessary you should use your best efforts to assist in furthering this object. I (or he) must, therefore, ask you to give close consideration to the following instructions, and to see that your officers assist you in carrying them into effect: (1) Be very careful in the selection of your crew, and closely scrutinise the record of seamen offering themselves for engagement, giving preference to men having a good record; (2) always bear in mind the necessity for just and careful consideration when reporting upon the qualifications of your men; (3) on no consideration whatever give a seaman a V.G. discharge for conduct and ability unless he is entitled to it; (4) the result of giving doubtful discharges is to place both the seaman and those who seek to engage him in a false position. This often leads to insubordination, and thus has a tendency to undermine the discipline of the ship. You will, therefore, see the necessity of closely adhering to those rules."

It should be explained in terms, perhaps, that this new arrangement is supplementary to, and not in substitution for, the system of discharges enforced by the Merchant Shipping Act, 1894.

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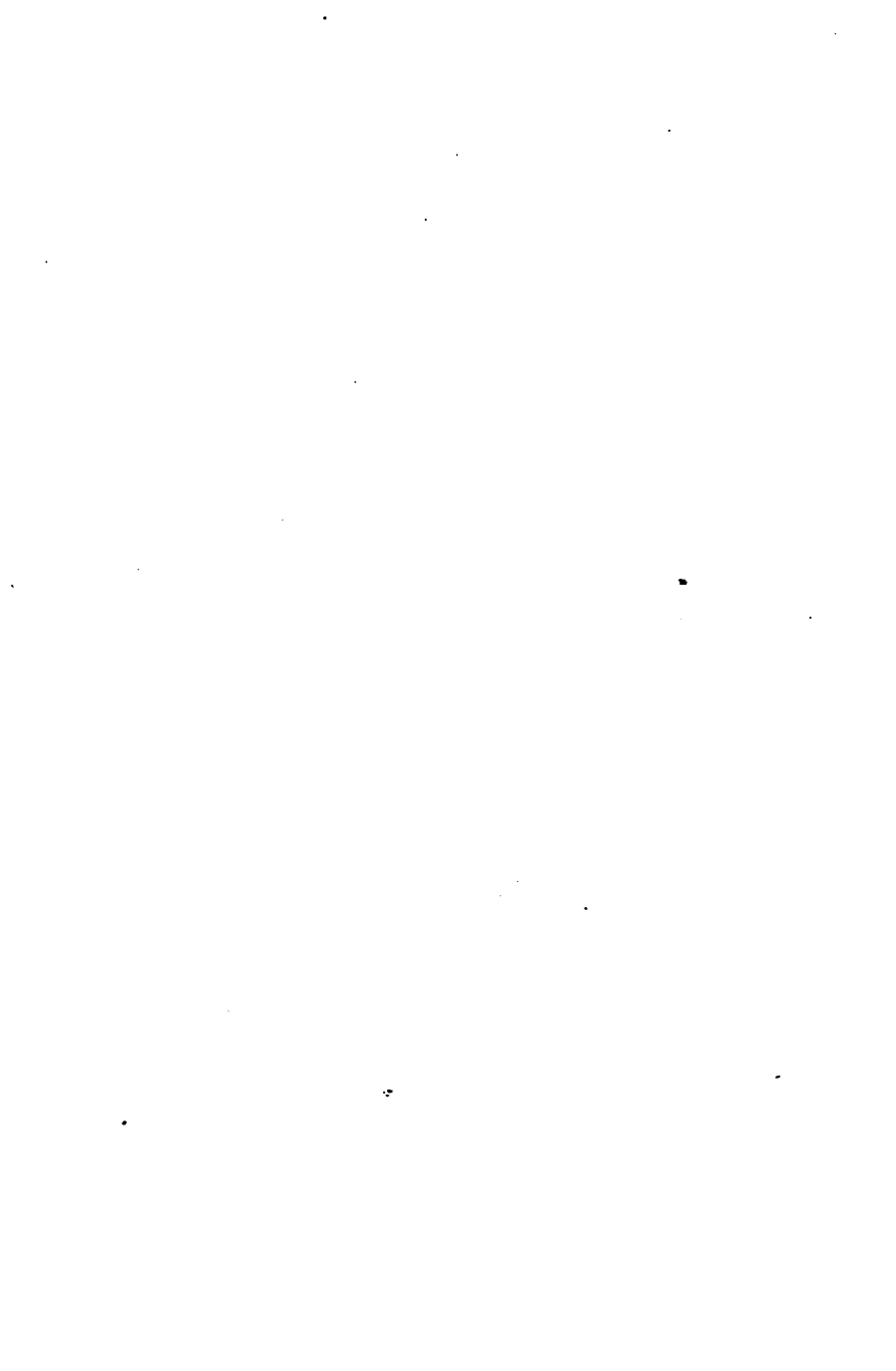
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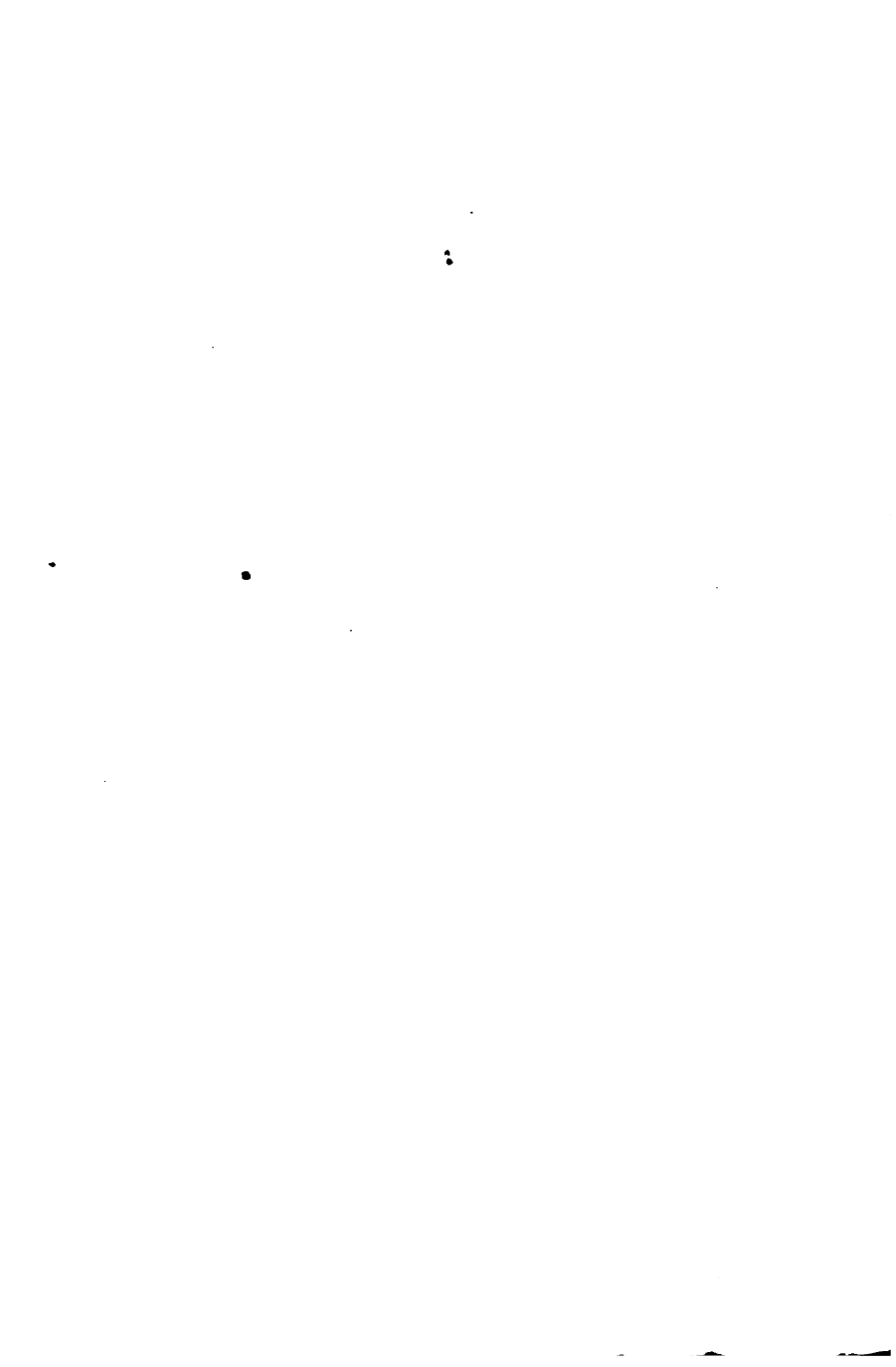
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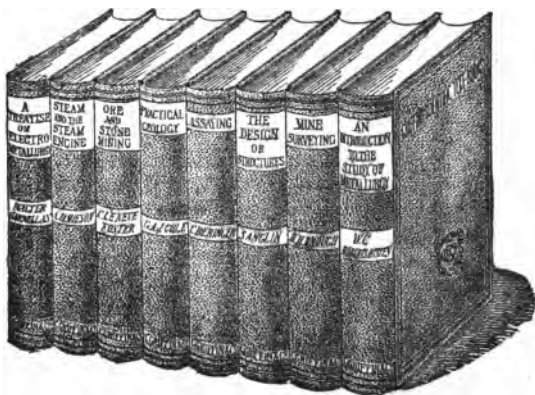
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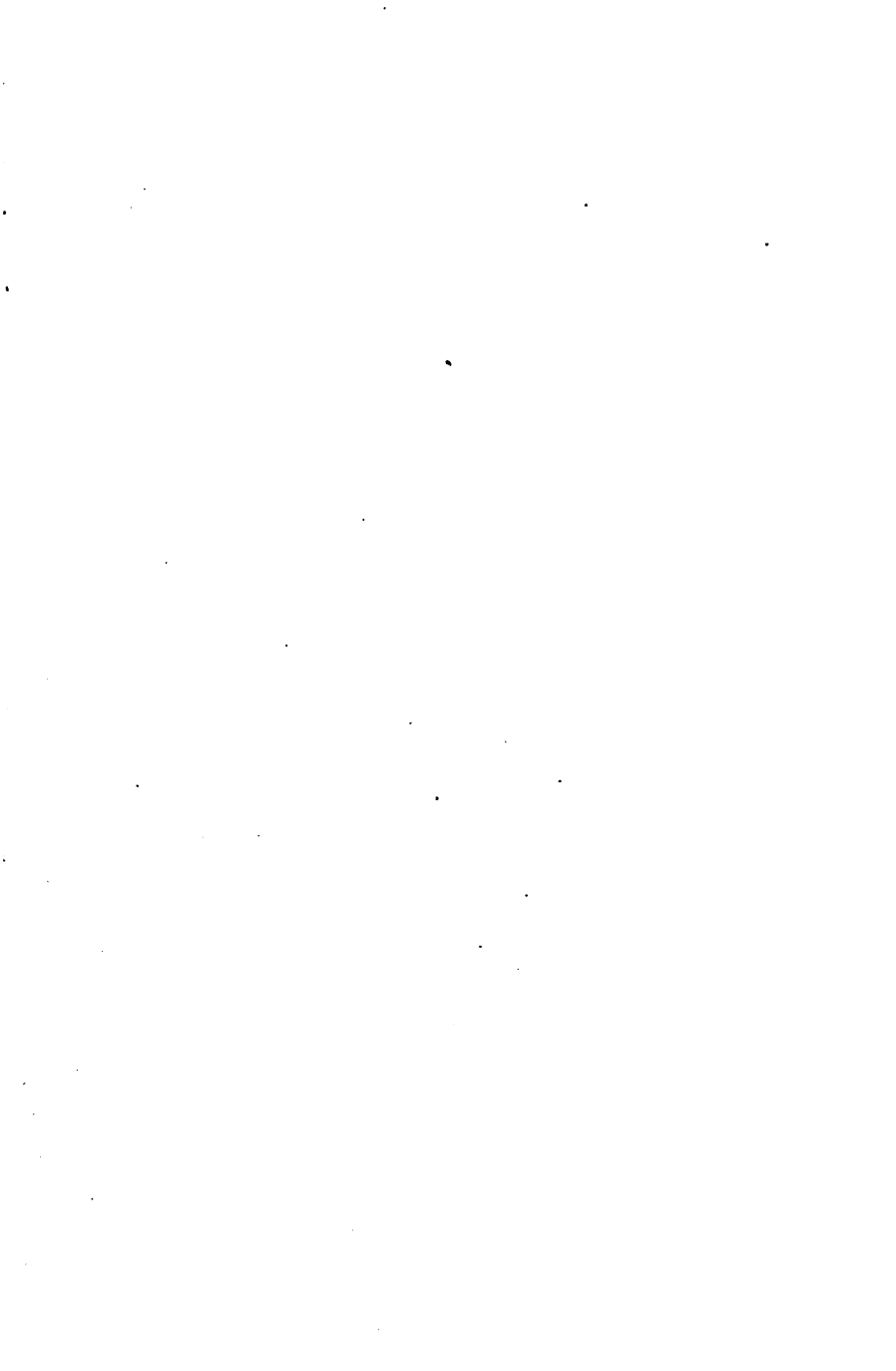
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